

CONTRACT for CONSULTANT SERVICES

FOR

Architectural and Engineering Services 320035 General Government-North County-One Stop Service Center

Contract made on the ____ day of _____ in the year Two Thousand and Twelve
BETWEEN the Owner: the County of San Luis Obispo hereinafter referred to as "County",

And the **Consultant**: Ravatt – Albrecht and Associates, hereinafter referred to as "**Consultant**",

For the following services: Provide architectural and engineering services for the General Government-North County – One Stop Service Center, Project Number 320035 at 6555 Capistrano, Atascadero CA.

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, Environmental Coordinator, Energy Coordinator, 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 furnish the Construction Boilerplate (Bidding Requirements, Contract Forms & General Conditions), the printing and distributing of the bidding documents, addenda, notices to the Contractor, and other documents to be distributed during the bidding phase.

- 2.3 The **County** shall identify the agencies having jurisdiction over the project, and furnish applicable construction standards.
- 2.4 The **County** shall furnish construction inspection and administration services as necessary to meet **County** requirements.
- 2.5 The **County** shall review documents prepared by the **Consultant** and render decisions in a timely manner to avoid unreasonable delay in the progress of the project.
- 2.6 The **County** shall pay fees of public agencies having jurisdiction over the Project.
- 2.7 The **County** shall arrange for the **Consultant** to gain access to all sites necessary to complete its services under this Contract.
- 2.8 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.
- 2.9 The **County** shall furnish information from testing for the soils and geological reports, environmental studies, and other testing and studies conducted by the **County**.
- 2.10 The **County** shall provide full information about the requirements for the Project including budget limitations, scheduling and other programmatic information.
- 2.11 The **County** will retain the services of an inspector and materials testing firm during the construction of the project. The **Consultant** agrees to cooperate with the inspector and testing firm relative to duties, communication and interrelationships described elsewhere in the Contract. It is intended that the services of the inspector and testing firm be complementary and not duplicate the work of either party. The **County** shall perform and provide the existing FF&E assessment and a list and specifications of new FF&E for the furniture plan per the approved design.

ARTICLE 3 - APPROVED CONSTRUCTION BUDGET

- 3.1 The work of this Contract is to design a free-standing, two story 7,000 SF library constructed within an existing building shell, as further described in Exhibit "A" within the **Approved Construction Budget** as established by the **County**. The **County's Approved Construction Budget** is \$1,011,000 and is itemized as follows:

Building Construction and Site Improvements included in cost above.	\$1,011,000
Furniture, Fixtures & Equipment Budget	\$ 00.00

During the start-up phase of the project, the **Consultant** will analyze the Building Design Program and the **Approved Construction Budget**. The **County** may, after such analysis, elect to adjust the **Approved Construction Budget** at that time, and any change in the **Approved Construction Budget** shall be at no additional cost to the **County**.

- 3.2 The **Consultant** shall complete the Design and Construction Documents, including all plans, designs, drawings, specifications and other Contract Documents, such that the construction cost of the work designed by the **Consultant** will not exceed the **Approved Construction Budget** established by the **County**. During all Project phases, the **Consultant** shall maintain cost controls to deliver the Project within budget.

The **Approved Construction Budget** is the total construction cost for the Project. The construction cost, for estimating purposes, shall be the total cost or estimated cost to the **County** of all construction, and elements of the Project designed or specified by the **Consultant**. The construction cost does not include

the compensation of **Consultant**, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the **County**.

Consultant hereby acknowledges the **Approved Construction Budget** and Project scope. In accordance with Exhibit "A," **Consultant** shall have the responsibility to further develop, review and reconcile the construction cost against the **Approved Construction Budget** at the beginning of the Project and at the completion of each design phase. If during any phase of the design it becomes evident that the construction cost will exceed the **Approved Construction Budget**, the **Consultant** shall notify the **County**. All work shall cease and be held in abeyance until differences in funding, scope and/or criteria are resolved and until such changes as may be necessary are executed. Such changes shall be made only with the approval of the **County** and at no additional cost to the **County**. **Consultant** shall complete all services as described on Exhibit "A" including all plans, designs, drawings, specifications and other construction documents, so that the cost to construct the work designed by **Consultant** will not exceed the **Approved Construction Budget**, unless otherwise adjusted in writing by the **County**.

It is agreed that in the event no acceptable bid is received within the **Approved Construction Budget** the **County**, in its sole discretion, has one or a combination of the following alternatives:

1. Have the **Consultant** prepare, at no additional cost to the **County**, deductive alternates which bring the Project within the **Approved Construction Budget**.
2. Give **Consultant** written approval on an agreed adjustment to the **Approved Construction Budget**.
3. Have **Consultant**, at the direction of the **County** and without additional compensation, revise the Contract Documents for re-bid without significantly reducing the program objectives and the service levels, so as to result in receiving a bid within the **Approved Construction Budget**. The **County** shall cooperate with the **Consultant** to evaluate options and alternatives for reducing the construction costs. **Consultant** agrees to redesign until the Project is brought within the **Approved Construction Budget**. **Consultant** will take all reasonable efforts consistent with the standard of care for its profession to redesign the Project with all of its component parts to meet the **Approved Construction Budget**.

The revised documents shall be reviewed and approved by the **County** prior to re-bid. Once the **Consultant** has revised the Contract Documents for re-bidding and either: (a) a re-bid is received within the **Approved Construction Budget**, or, (b) if the **County** approves a higher bid, then the **Consultant** shall be deemed to have designed the Project within the **Approved Construction Budget**. Should the **County** request the **Consultant** revise the Contract Documents for these purposes, the **Consultant** shall have thirty (30) days to complete the required revisions.

ARTICLE 4 - FEE AND METHOD OF PAYMENT

The **County** will pay the **Consultant** a Fixed Fee equal to Eighty Four Thousand Seven Hundred Seventy Eight Dollars (\$84,778) for all services, supplies, materials, and equipment provided by **Consultant** under this Contract as described in Exhibit "A" and billed per Exhibit "B" - Payment Schedule.

ARTICLE 5 - 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 6 - PAYMENT FOR EXTRA WORK OR CHANGES

- 6.1 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 Building Facilities Manager and the General Services Agency Director. If any service is done by **Consultant** without prior written authorization by the Buildings Facilities Manager and the General Services Agency Director, the **County** will not be obligated to pay for such service. Claims for Payment for approved

Additional Services must be submitted by the **Consultant** within 45 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 General Services Agency Director.

- 6.2 Additional Services shall be performed either on an hourly rate basis with maximum value, or on a negotiated fixed fee basis. The compensation for extra work shall be negotiated using the rates specified in Exhibit "B", **Consultant's** Hourly Rate. These rates shall be used as information to assist in arriving at a Negotiated Fee for Additional Services.

ARTICLE 7 - COST DISCLOSURE - DOCUMENTS, RECORDS AND WRITTEN REPORTS

- 7.1 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.

- 7.2 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 8 - SCHEDULE OF WORK

- 8.1 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", 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.

ARTICLE 9 - CONSULTANT STAFF

- 9.1 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".

- 9.2 The **Consultant** shall designate Michael DeMartini, 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.

- 9.3 **Consultant** certifies that **Consultant** is aware of the provisions of the California Labor Code that required every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and **Consultant** certifies that **Consultant** will comply with those provisions before commencing the performance of the services under this Contract.

- 9.4 **Consultant** certifies that **Consultant** is aware of the provisions of the California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and agrees to fully comply with any applicable prevailing wage requirements of the California Labor Code, if applicable.

ARTICLE 10 - CONFLICT OF INTEREST

- 10.1 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**.

- 10.2 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 11 - STATUS

- 11.1 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.

- 11.2 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 12 - 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 be performed. **Consultant** shall provide services that comply with professional architectural standards and applicable requirements of federal, state and local laws, rules, regulations, and ordinances applicable to the Project in effect at the time the services are rendered.

ARTICLE 13 - 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 14 - NONDISCRIMINATION

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

- 14.1 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.

- 14.2 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.

- 14.3 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.

- 14.4 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 15 - 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 oral or written understandings with respect to such matters. 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 16 - 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 17 - ENFORCEABILITY

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

ARTICLE 18 - 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. The parties agree that personal jurisdiction is proper in state court in the County of San Luis Obispo and waive all venue objections.

ARTICLE 19 - INDEMNIFICATION

19.1 County Held Harmless – General Liability:

Except for the sole negligence of County, **Consultant** undertakes and agrees to defend, hold harmless, and indemnify the County, and any and all County's Board of Supervisors, 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 out of or resulting in any way, in whole or in part, due to the willful misconduct, recklessness, or negligent performance (active or passive) of this Contract or omissions by, on the part of **Consultant**, 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.

19.2 County Held Harmless – Professional Liability:

To the fullest extent allowed by law, **Consultant** undertakes and agrees to indemnify and hold harmless County, and any and all of County's Boards, officers 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 20 - 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.

20.1

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.

20.2

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 or reduced 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.

20.3

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 \$1,000,000; 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 construed to require **Consultant's** insurance to indemnify County in contravention of Insurance Code 11580.04.

20.4

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 or occurrence to cover all services rendered by **Consultant** pursuant to this Contract.

20.5

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 21 - TERMINATION FOR CAUSE

21.1

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 22 - 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, Agency may terminate this Contract immediately upon written notice.

General Services Agency 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 23 - 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 24 - OWNERSHIP OF DATA

24.1 The ownership of all data collected for use by the **Consultant** under this Contract, together with working papers, plans, specifications, 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.

24.2 The **Consultant** shall provide copies for each Deliverable item, in quantities as specified in Exhibit "A", to the **County** as part of this Contract. At the completion of each design phase, as outlined in Exhibit "A", the **Consultant** shall submit all **Sub-Consultants'** calculations and/or reports relative to the civil, architectural, structural, mechanical/plumbing, electrical, energy calculations, irrigation and any other designated categories of the project, and deliver them to the **County** as part of this Contract.

24.3 The **Consultant** shall perform the work required under this Contract with the assistance of Computer Aided Design and Drafting (CADD) technology, and MS Word/Excel. The **Consultant** shall deliver to the **County** CD's or DVD's containing all project files in editable format. Drawing files shall be in unprotected ".dwg" format and all other documents and specifications shall be delivered to the **County** on disc in unprotected MS Word/Excel format. PDF's are not acceptable as editable documents.

In order to precisely document CADD and other documentation/information given to the **County**, both the **Consultant** and the **County** shall each sign a "hard" copy of reproducible documents that depict the information distributed at the time of delivery. The **County** agrees to release the **Consultant** from any liability, damages, and/or claims that arise limited to the editing by others of specific portions of the work that occur subsequent to the consensually signed deliverable documentation/information.

24.4 In the event of early termination, the **Consultant** shall promptly deliver to the **County**, upon written request

ACCEPTED AND AGREED this _____ day of

cb.
2012

CONSULTANT:

BY:

TITLE:

President

CORPORATE CERTIFICATE

I, *Tim Albrecht*, 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 *President* 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:

WARREN R. JENSEN
County Counsel

BY:

Shannon Matuszewicz
Deputy County Counsel

DATE:

RECOMMENDED BY:

JANETTE PELL
General Services Director

OWNER:

COUNTY OF SAN LUIS OBISPO

By:

Chairperson of the Board of Supervisors

Approved by Board action on

_____, 2012

ATTEST:

Clerk of the Board of Supervisors

By:

Deputy Clerk

EXHIBIT A
SCOPE OF WORK
General Government-North County-One Stop Service Center, #320035

Consultant agrees to provide the services described below. Such services shall be performed in phases, with each succeeding phase begun only upon Notification to Proceed given by the **County**.

1. SCOPE OF WORK

- A. The project consists of design and professional support services for a free-standing, two story 7,000 SF office constructed within an existing building shell located at 6555 Capistrano in the city of Atascadero, California.
- B. Upon receiving the written notice to proceed, the **Consultant** will diligently provide all Services described in this Contract to complete the Project in compliance with the schedule in Exhibit C, and any Additional Services identified in the Exhibits as part of the Professional Services. Time is of the essence.
- C. The final Building program and project scope has been established and will be the basis for the design of this project with adjustments made as necessary through the design and regulatory agency reviews. The **Consultant** reserves the right to request additional compensation for design fees if the construction budget increases in scope more than 5%.
- D. The Professional Services shall be performed in Phases as follows: Schematic Design, Design Development, Construction Documents, and Bidding and Construction Administration including post construction work. Each succeeding phase will begin only upon written notice to proceed by the **County**.

2. GENERAL SERVICES

- A. Coordinate with and implement the requirements of the project-appropriate regulatory agencies.
- B. Contract for or employ at **Consultant's** expense, Sub-**Consultants** to the extent deemed necessary for completion of the Project including: architects; mechanical, electrical, structural, and civil engineers licensed as such by the State of California. The names of said Sub-**Consultants** shall be submitted to the **County** for approval prior to commencement of work. The **County** reserves the right to reject the use of any Sub-**Consultant**.
- C. Agree to exercise usual and customary professional care in its efforts to comply with all laws and regulations that apply to work of this Contract. If the **County** observes or otherwise becomes aware of any defect in design aspects of the project the **County** shall give prompt written notice thereof to the **Consultant**.
- D. Cooperate with other professionals employed by the **County** for the design, coordination or management of other work related to the Project.
- E. Field check existing conditions relative to documents provided to **Consultant** by the **County**. Notify **County** of any discrepancies or omissions to information necessary to complete the work.
- F. **Consultant** shall participate in required meetings as set forth in the following schedule of meetings:
 - 1. Schematic Design:
 - a. Client meeting interior finishes
 - b. Client meeting building systems
 - c. Client meeting interior furniture

- 2. Design Development:
 - a. Client meeting interior FF&E
 - 3. Construction Documents:
 - a. Client meeting interior FF&E
 - b. 50% Design submittal
 - c. 90% Submittal
 - d. 100% Design submittal
 - 4. Bidding:
 - a. Coordination meeting with **County** on an as needed basis.
 - G. Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to **Consultant** pursuant to this Contract and advise the **County** whether such data is sufficient for purposes of design, or whether additional data is necessary.
 - H. Be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by **Consultant** under this Contract. **Consultant** shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
 - I. Provide services required to obtain code variances or waivers necessitated by the nature of the design with all regulatory agencies having jurisdiction over the Project.
 - J. Document and verify capacity of existing utility lines serving the **County** property and shall be limited to the extent of property.
 - K. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the **County** and/or their representative for inclusion in the overall project documentation.
 - L. **Consultant** is not responsible for:
 - 1. Preparation of utility easements
 - 2. Ground contamination or hazardous material analysis
 - 3. Any asbestos testing, design or abatement
 - 4. Environmental reports
- However, **Consultant** shall coordinate and integrate its Services with any such information provided by **County**. The **Consultant** as the party having sole responsibility for design of the project shall make the final determination as to the acceptability, selection and specification of materials and equipment for the project, subject to any directives issued by the **County**.
- M. Neither the **County's** review, approval of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract, and **Consultant** shall remain liable to the **County** in accordance with applicable law for all damages to the **County** caused by **Consultant's** failure to perform any of the services furnished under this Contract.
 - N. Participate in facility tours jointly arranged by the **Consultant** and **County**.

O. **Consultant** shall retain the services of an independent cost estimating firm to perform required cost estimates at the designated phases.

3. PROJECT START UP

A. PROJECT INITIATION

Upon final execution of the Contract with the **County**, **Consultant** shall:

1. Work with the **County** and their representatives to prepare a schedule and work plan in a computer generated project schedule ("Project Schedule").
2. The Project Schedule and work plan will identify overall project schedule through construction including, design phases, client reviews, plan check, bidding, award, construction and closeout. **Consultant** shall update the Project Schedule on a monthly basis and electronically submit the Project Schedule to the **County**.
3. Review the developed work plan with the **County** and their representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
4. Participate in a general Project kick-off meeting to include the **Consultant's** appropriate Sub-**Consultants**, **County** General Services Agency staff and other appropriate **County** representatives.
 - a. The project kick-off meeting will introduce key team members from the **County** and the **Consultant** to each other defining roles and responsibilities relative to the Project.
 - b. Identify and review pertinent information and/or documentation necessary from the **County** Staff for the completion of the Project.
 - c. Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
 - d. Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

B. VERIFICATION

1. Document the existing utility system configuration and possible interference with or impact on the proposed improvements, size, Locations and elevations.
2. Research and analyze all applicable codes and local building practices.
3. Review the Site Development Plan and the Building Design Program and notify the **County** if further information is needed to begin design services.

C. PROGRAM AND BUDGET TEST

A Construction Cost forecast has been developed by the **Consultant** under a previous contract at the amount of \$1,011,000. A brief project program shall be developed within the bases of the construction cost estimate.

4. DESIGN SERVICES

A. SCHEMATIC DESIGN

Schematic Design: Upon written authorization from the **County** to proceed with the Schematic Design Phase, the **Consultant** shall prepare for the **County's** review a Schematic Design Study as follows:

1 Architectural:

- a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by room tabulation of all net square footage. Accurately field verify dimensions and modify the floor plan to maintain a 68% (Library) to 32% (One Stop) square footage relationship within the building design.
- b. Building sections in sufficient detail to demonstrate design concept vertical circulation and. Indicate overall thermal transfer value of exterior envelope.
- c. Graphically identify proposed roof and floor systems, including structural support systems, insulation system and drainage technique.
- d. Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown.
- e. Preliminary door and window schedules indicating sizes, types and glazing.
- f. Preliminary room finish schedules.
- g. Preliminary reflected ceiling plans showing finishes, locations of lighting, plumbing and mechanical appurtenances.
- h. Fire exiting plan. **Consultant** shall submit to City Fire Marshall for approval and review

2 Site Plan

Prepare a Site Plan configuration for the proposed facility. The development of this Site Plan should incorporate or be based upon completion of the following tasks:

- a. Document and take into consideration existing physical characteristics of the proposed site such as topography, drainage, plant coverage, views to and from the proposed site, current site usage.
- b. Analyze the proposed site existing conditions relative to potential effect on circulation, access, accessible path of travel and parking.
- c. Review proposed plans and confer with the proper **County** / City authority to obtain their advisory input regarding water service, fire protection, site access, and other areas of site design related to the services or governance.

3 Structural:

- a. Identify foundation, shear and framing systems with preliminary sizing identified for the remodel work.

4 Mechanical:

- a. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
- b. Select a HVAC system that appears compatible with loading conditions for subsequent life cycle costing.
- c. Provide energy saving options to meet LEED Silver.
- d. Show systems selected on drawings as follows:

1. Single line drawing(s) of all mechanical equipment spaces, duct work and pipe chases.
2. Location and preliminary sizing of all major equipment in allocated spaces.

5 Electrical:

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
- c. Provide energy saving options to meet LEED Silver.
- d. Show system(s) selected on drawings as follows:
 1. Single line drawing(s) showing major distribution system.
 2. Location and preliminary sizing of all major electrical systems and components including load centers and main panels.

6 Consultant shall provide services for data and communication. Consultant shall use County standards for communication and data services.

7 The Schematic Design shall respond to the **Consultant's** coordinated efforts to mitigate as many environmental concerns as are capable of being feasible at this point in the design process. It is in the project's best interest to solve mitigation efforts as quickly as possible.

8 Deliverables:

- a. Copies:
 1. Schematic Design Drawings in pdf format.
 2. Preliminary list of fixtures, equipment and furnishings with plan drawings showing locations in pdf format, as described in the responsibility matrix.
 3. A statement indicating any authorized changes made to the approved program and the cost impact of such changes on the Construction Budget.

9 Presentation:

Consultant shall present and review with the **County** the detailed Schematic Design at the **County** offices.

10 Furniture, Fixtures and Equipment:

- a. Develop a product coding system to be keyed to the drawings. **County** to provide furniture assessment, selection and specification per the attached Design Responsibility matrix.
- b. Develop FF&E drawings for installation clearances, ADA, circulation and installation purposes. Insert into building plans "for information only". Coordinate furniture layouts with electrical, telephone, data, lighting and all building features.

11 Project Cessation Provisions:

Upon completion of the Schematic Design study, the **County** shall have the right to terminate this Contract for convenience upon written notice of such termination to **Consultant**.

The **County** shall pay the **Consultant** only the fee associated with the services provided under the Schematic Design

B. DESIGN DEVELOPMENT

Upon written authorization by the **County** to proceed with the Design Development Phase, **Consultant** shall prepare from the Schematic Design Phase documents approved by the **County**, Design Development Phase documents consisting of the further development of previous schematic plans, and including, but not limited to:

- 1. Architectural**
 - a. Scaled, dimensioned floor plans with final room locations including all openings.
 - b. Further detailed wall sections showing dimensional relationships, materials and component relationships.
 - c. Identification of all fixed equipment to be installed in contract. Floor plans identifying all fixed and major movable equipment and furniture
 - d. Well-developed site plan including grading and paving.
 - e. Preliminary development of details and large scale blow-ups.
 - f. Typical reflected ceiling development including ceiling grid for each ceiling to be used, showing:
 1. Light fixtures
 2. Ceiling registers or diffusers, fire sprinklers
 3. Access Panels
 - g. A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
- 2. Signage**
 - a. Design all building identification, interior and exterior wayfinding and code-required signs for the project.
 - b. Develop preliminary signage drawings for fabrication and installation.
- 3. Civil Engineering**
 - a. Grading and drainage plans with topography sufficient to accurately determine quantities of cut and fill and ability to disperse water effectively.
 - b. Site plan including horizontal control of all site construction, parking plan and site pavement of all types and accessibility path of travel.
- 4. Structural Engineering**
 - a. Structural drawings with all major members located and sized. Structural building sections.
 - b. Establish final building and floor elevations.
- 5. Mechanical and Plumbing Engineering**

- a. Heating and cooling load calculations for each space and major duct or pipe runs sized to interface with structural system.
- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Ductwork and piping should be substantially located and sized.
- d. Devices in ceiling should be located.
- e. Legend showing all symbols used on drawings.

6. Electrical Engineering

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
- b. All major electrical equipment should be scheduled indicating size and capacity.
- c. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
- d. Legend showing all symbols used on drawings.

7. Consultant shall provide services for data and communication. Consultant shall use County standards for communication and data services.

8. Estimate:

- a. Design Development Estimate: This estimate will include individual line-item unit costs of materials, labor and equipment. Sales tax, subcontractor's mark-ups, general contractor's construction indirects (general conditions), overhead, and profit shall be listed separately. The estimate shall separate the project's building cost from site and utilities cost. A separate cost summary is required for each building.
- b. 10% Design contingency and inflation to the midpoint of construction
- c. The **County's** may choose to hire an independent cost estimator to prepare a Design Development Cost Estimate. A meeting between the **Consultant** and the **County's** estimator may be required to reconcile any discrepancies between the **Consultant** and **County's** cost estimates.
- d. If it becomes evident that the cost will exceed the **County's** construction budget, the **Consultant** shall notify the **County** and all work shall cease and be held in abeyance until funding differences, scope, and/or other criteria are resolved and such changes as may be required by the **County** are agreed to by the **Consultant**. Such changes shall be made by the **Consultant** at no additional cost to the **County**.

9. Preliminary Specifications:

- a. Development of Outline specifications with description of work and materials into preliminary specification format prior to finalizing during the next phase.

10. Deliverables:

- a. Copies

1. Pdf format drawings from all professional disciplines necessary to deliver the project
2. Outline Specifications in pdf format describing materials and equipment systems.
3. A statement indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget
4. Construction cost Estimate in pdf format.
5. Produce catalog cut sheets and data on materials, equipment and finishes.
6. Color board sampling all interior finish materials colors and textures.
7. Preliminary LEED Silver checklist
8. Preliminary Title 24 report.

C. CONSTRUCTION DOCUMENTS

Upon written authorization from the **County** to proceed with the Construction Documents Phase, **Consultant** shall prepare from Design Development Phase Documents approved by the **County**, Construction Documents consisting of fully developed plans and specifications, ready for public bidding under the provisions of the Public Contracts Code.

Prepare construction documents in full compliance with all applicable building codes, ordinances and other regulatory authorities.

1. **Construction Documents (C/D) 50% stage, including, but not limited to:**
 - a. **Architectural:**
 1. Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 2. Interior elevations, sections and floor plans corrected to reflect design development review comments.
 3. Architectural details and large blow-ups.
 4. Well-developed finish, door, and hardware schedules.
 5. Site utility plans started.
 6. Fixed equipment details and identification started.
 7. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
 - b. **Structural:**
 1. Structural floor plans and sections with detailing well advanced.
 2. Structural calculations.
 - c. **Mechanical:**
 1. Mechanical calculations virtually completed with all piping and ductwork sized.
 2. Large-scale mechanical details should be started.

3. Mechanical schedule for equipment substantially developed.
4. Preliminary mechanical details.
5. Title 24 report and LEED Silver checklist.

d. Electrical:

1. Lighting, power, data, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
2. Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
3. All electrical equipment schedules should be started.
4. Special system components should be approximately located on plans.

2. Construction Documents – 90% Completion Stage:

- a. Plans sufficiently complete to submit to outside agency and plan checking entities. Only remaining work would be changes and additions as a result of final review by these agencies.
- b. Final Cost Estimate:
 1. Update and finalize the construction cost estimate. Final estimate in format as described in estimate section of construction document one hundred percent (90%) stage. The final estimate shall reflect all adjustments as required by the County review.

c. If it becomes evident that the cost will exceed the County's construction budget, the Consultant shall notify the County and all work shall cease and be held in abeyance until funding differences, scope, and/or other criteria are resolved and such changes as may be required by the County are agreed to by the Consultant. Such changes shall be made by the Consultant at no additional cost to the County.

d. Specifications:

1. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
2. Coordination of the development of specifications by other disciplines.
3. Specifications shall be in the current CSI format.

3. Construction Documents (C/D) Final Stage -100%:

- a. The construction document final stage shall be for the purpose of the Consultant incorporating all regulatory agencies' and plan checking entity's comments into the drawings, specifications, estimate and alternates and cost reduction changes should they be required. All corrections made by the Consultant during this stage should be at no additional cost to the County.
- b. The final contract documents delivered to the County upon completion of the Consultant's work shall consist of the following in pdf format:
 1. Drawings: To be reproduced electronically by the County and shall include each Consultant/Sub-Consultant's State license stamp as required.

2. Specifications: Original typed technical specifications on reproducible masters in CSI format.
3. Estimate: Final estimate shall be developed in the 90% review and supplied as a deliverable at the 100% stage.

4. Construction Final Back-Check Stage:

- a. Make corrections as required to reflect regulatory agencies' and plan check entity's final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the **County**.

5. Deliverables:

- a. Copies in pdf format
 1. Fifty percent (50%) submittal - one fifty percent (50%) working drawings, specifications, and cost estimate.
 2. Ninety percent (90%) working drawings, specifications and cost estimate.
 3. One hundred percent (100%) submittal - one hundred percent (100%) working drawings, specifications, engineering calculations.
 4. Statement of requirements for testing and inspection services for compliance with Construction documents and applicable codes.

5. BIDDING

- A. Bidding procedure will be the responsibility of the **County**. While the Project is being advertised for bids, all questions concerning design intent shall be referred to the **Consultant** for resolution.
- B. In the event that items requiring interpretation of the drawings or specifications are discovered during bidding period, said items shall be analyzed by the **Consultant** for decision by the **County** as to the proper procedure required. The bid period is defined as from the date of advertisement for public bidding until the Award of the contract by the **County**. Corrective action taken will be in the form of an addendum prepared by the **Consultant** and issued by the **County**.
- C. It is agreed that in the event no acceptable bid is received within the budget established at the completion of the Construction Document Phase, the **Consultant** shall, at the direction of the **County**, and at no further cost to the **County**, revise the Construction Documents, for re-bid, without reducing the capacity to accommodate the building program, so as to make possible a bid to come within the budget established as aforesaid: the revised documents shall be reviewed and approved by the **County** prior to putting them out to re-bid. Once the **Consultant** has revised the Construction Documents for re-bidding and either: (a) the re-bid comes within the budget for Construction Costs approved by the **County** or, (b) if the **County** approves this higher bid from the contractor, then the **Consultant** shall be deemed to have designed the Project within budget. No liquidated damages or other damages shall apply to this redesign time.

6. CONSTRUCTION SUPPORT

- A. The **Consultant's** responsibility to provide basic services for the Construction Phase under this Contract commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the **County** of the final Certificate for Payment or sixty (60) days after the date of substantial completion of construction.
 1. During construction, the **Consultant** shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such

- drawings shall be requested in writing from the **Consultant** by the **County** and shall be at no additional cost to the **County**. The original tracing(s) of the drawings and contract wording for change orders shall be submitted to the **County** in electronic format for duplication and distribution.
2. The **Consultant** will receive notification of the award of a construction contract. Upon receiving such notification, the **Consultant** will proceed with the services required by the Construction Support phase of this Contract.
 3. The **Consultant** shall attend the preconstruction start meeting with the successful contractor upon notification by the **County**.
 4. **Consultant** shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
 - a. The **Consultant's** action shall be taken with such reasonable promptness as to cause no unreasonable delay in the work or in the construction of the **County** or of separate contractors, while allowing sufficient time in the **Consultant's** professional judgment to permit adequate review.
 - b. Review of such submittals is not conducted for the purpose of determining accuracy and completeness of other details such as dimension and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by the Contract Documents. The **Consultant's** review shall not constitute approval of safety precautions or, of construction means, methods, techniques or, procedures. The **Consultant's** approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the **Consultant** shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. In no case shall the review period associated with a single, particular submittal exceed twenty one (21) days from the receipt by the **Consultant**. Certain submittals must be linked for proper review and may exceed the 21-day period.
 5. Drawings or change orders required due to actions of the **County** which are beyond the scope of the **Consultant's** responsibilities, shall be considered extra services.
 6. **Consultant** shall schedule a minimum of twenty five (20) visits to the job site for on-site review of the construction of the Project. In addition, the following sub-**Consultants** shall also schedule site visits in the numbers indicated: Structural (3), Mechanical/Plumbing (3), and Electrical (2). The schedule of these visits shall be coordinated and/or approved in advance by the **County** and their representative. The purpose of these visits is to resolve discrepancies in the Contract Documents and to monitor the progress of the Project.
 7. **Consultant** shall bring to the attention of the **County**, in writing, any defects or deficiencies in the work by the **County's** construction contractor which the **Consultant** may observe.
 - a. The **Consultant** shall have no authority to issue instructions on behalf of the **County** or to deputize another to do so. All Contracts shall be between the **County** and its construction contractor. However, these provisions shall not be construed as making **Consultant** responsible for the **County's** construction contractor's failure to carry out the work in accordance with the Contract Documents, nor the construction means or methods in techniques, sequences, procedures or safety programs in connection with the work.

8. The **Consultant** shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the **County** and **Consultant** in writing to become generally familiar with the progress and quality of the work completed and to determine in general that the work is being performed in a manner that the work when completed will be in accordance with the Contract Documents. **Consultant** and Sub-**Consultants** shall submit a field report after every visit.
 - a. However, the **Consultant** shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. On the basis of on-site observations as an architect, the **Consultant** shall keep the **County** informed of the progress and the quality of the work, and shall endeavor to guard the **County** against defects and deficiencies in the work. However, the **Consultant** shall not be a guarantor of the contractor's performance.
9. Prepare "Record Drawings": on the original tracings to record significant changes made during the construction project based upon information provided by the **County's** construction contractor and changes by change orders. These "Record Drawings" pdf reproductions shall be delivered to the **County** at completion of the construction and shall be a condition precedent to the **County's** approval of the **Consultant's** final payment.
10. The **Consultant** shall not be responsible for, nor have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the Contract Documents. The **Consultant** shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
11. **Consultant** shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems. Manuals shall be organized in CSI format and to be provided by the general contractor and specified so in the Construction Documents.

END OF EXHIBIT A

EXHIBIT B
PAYMENT SCHEDULE
General Government-North County-One Stop Service Center, #3320035

1. 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, 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:

PRE-DESIGN	\$00.00
SCHEMATIC DESIGN	\$14,400
DESIGN DEVELOPMENT	\$24,484.10
CONSTRUCTION DOCUMENTS	\$34,937.50
BIDDING SUPPORT	\$3,240.00
CONSTRUCTION SUPPORT	\$6,136
AS-BUILT POST CONSTRUCTION SUPPORT	\$1,580.00
TOTAL	\$84,778.00

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. The payments for Phase VI: CONSTRUCTION SUPPORT shall be based upon percent completion of construction.
3. **Consultant** shall submit to the **County** on a monthly basis, documentation showing proof that payment was 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**, 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

1	Architecture: Ravatt Albrecht	
	Principal	\$150.00
	Project Manager	\$110.00
	Project Architect	\$110.00
	Architectural CADD	\$ 70.00
	Admin/Clerical	\$ 70.00
2	Civil Engineering: KVC	
	Civil Principal	\$150.00
	Civil Designer	\$110.00
	Civil Production	\$100.00
3	Structural Engineering: Ashley & Vance	
	Structural Principal	\$145.00
	Construction Inspection	\$110.00
	Structural Project Engineer	\$105.00
	Admin/Clerical	\$ 45.00
4	Mechanical Engineering: Ravatt Albrecht	
	Principal Engineer	\$150.00
	Project Manager Engineer	\$110.00
	Project Engineer	\$ 95.00
	Mechanical CADD	\$ 70.00
	Admin/Clerical	\$ 70.00
5	Electrical Engineering: JMPE	
	Electrical Project Engineer	\$160.00
	Electrical CADD	\$115.00
6	Cost Estimating: AC&E	
	Estimator	\$ 90.00

END OF EXHIBIT B

EXHIBIT C
SCHEDULE OF WORK
Library-Atascadero-Library Expansion, #320030

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.

PRE-DESIGN	TIME LIMIT:	00	working days.
SCHEMATIC DESIGN	TIME LIMIT	47	working days.
DESIGN DEVELOPMENT	TIME LIMIT:	66	working days.
CONSTRUCTION DOCUMENTS, 50% COMPLETE	TIME LIMIT:	26	working days.
CONSTRUCTION DOCUMENTS, SUBSTANTIAL COMPLETION	TIME LIMIT:	33	working days.
CONSTRUCTION DOCUMENTS, FINAL	TIME LIMIT:	50	working days.
BIDDING	TIME LIMIT:	47	working days
CONSTRUCTION SUPPORT	TIME LIMIT:	161	working days
POST CONSTRUCTION SUPPORT	TIME LIMIT:	7	working days

END OF EXHIBIT C

EXHIBIT D
SUB-CONSULTANT LIST
General Government-North County-One Stop Service Center, #320035

1. 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. AC & E (estimator)**
3203 Lightning Street, Suite 114
Santa Maria, CA 93455
Mike Lewis
(805) 349-0049
- 2. Ashley & Vance (structural engineer)**
860 Walnut St., Suite C
San Luis Obispo, CA 93401
Charles Ashley
(805) 545-0010
- 3. KVC (civil engineer)**
P.O. BOX 832
Atascadero, CA 93423
Keith V. Crowe
(805) 464-0975
- 4. JMPE (electrical engineer)**
156 W. Alamar Avenue, Suite B
Santa Barbara, CA 93105
John Maloney
(805) 569-9216

END OF EXHIBIT D