CONTRACT for CONSULTANT SERVICES FOR

General Government-SLO-Upgrade or Replace New Government Center Fire Alarm System, Project # 320048

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: Collings & Associates, LLC Fire Protection Engineering, hereinafter referred to as "**Consultant,**"

For the following services: **General Government-SLO-Upgrade or Replace New Government Center Fire Alarm System, Project #320048** located at 1055 Monterey Street, San Luis Obispo, California (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

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 County 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 pay fees of public agencies having jurisdiction over the Project.

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

2.7 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.

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

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

2.10 The **Consultant** shall serve as the **County's** agent in connection with the project.

ARTICLE 3 - APPROVED CONSTRUCTION BUDGET

The **Consultant** shall advise and provide recommendations to assist the **County** to manage the project within the approved construction budget.

ARTICLE 4 - FEE AND METHOD OF PAYMENT

The **County** will pay the **Consultant** on a Time and Materials basis not to exceed $45,000.00 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 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 **County's** General Services Agency 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 General Services Agency Director.

6.2 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 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" – 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 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" - Sub-Consultant list.

9.2 The **Consultant** shall designate Jack Collings, F.P.E., 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 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 - INDEPENDENT CONTRACTOR 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** represents and warrants that the **Consultant** and each of the personnel employed or otherwise retained by the **Consultant** are properly certified and licensed under all local, state, and federal laws and regulations to provide the special services herein agreed to. Consultant specifically warrants that Consultant is a certified protection engineer and has expertise in the fields of fire protection systems plan review, system surveys and inspections, and acknowledges that County relied upon Consultant's expertise in executing this contract.

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 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 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, 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 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.

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** 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.

19.2 **County Hold 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 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 $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.

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**.

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.

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.

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, 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.

24.3 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 Article 22 above.

COMMUNICATIONS

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

County: County of San Luis Obispo
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, California 93408
Attention: Rich Kopecky, Architect
Senior Capital Projects Coordinator
(805) 781-5200, (805) 781-5215 FAX

Consultant: Collings & Associates
Fire Protection Engineering
260 Maple Court, Suite 241
Ventura, California 93001
Attention: Jack Collings, F.P.E.
(805) 658-0003

NOTHING FURTHER FOLLOWS EXCEPT SIGNATURES

ACCEPTED AND AGREED this _____ day of _____, 2012.

CONSULTANT:

BY: _____
JACK COLLINGS

TITLE: PRESIDENT

CORPORATE CERTIFICATE

I, Jack Collings, 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
JACK COLLINGS

(Corporate Seal)

COUNTY OF SAN LUIS OBISPO

APPROVED AS TO FORM AND LEGAL EFFECT:

WARREN R. JENSEN
County Counsel

BY: Shannon Matuszewicz
SHANNON MATUSZEWICZ
Deputy County Counsel

DATE:

_____

RECOMMENDED BY:

Janette D Pell
JANETTE PELL
General Services Agency 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

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 Phase 1: Fire Alarm System Engineering Evaluation and Design

a. Review the detailed fire alarm system evaluations previously developed and provided to Consultant by County staff. Review the available history of false alarms, nuisance alarms and building evacuations due to fire alarm system activations at the new Government Center.

b. Perform a site field visit (Two staff, maximum 16 hours each) to survey the existing facility's fire alarm system at the new Government Center to confirm its current capability. Identify existing system code deficiencies and develop summary tables of macro level deficiencies.

c. Perform a code study to determine existing fire alarm system requirements for the existing building occupancies in accordance with current (2010) California Building and Fire Codes, incorporating San Luis Obispo County amendments and NFPA 72 2010 Edition as adopted by the State of California.

d. Determine the ability of the existing system, as installed, to meet the current code requirements developed in Item 1(c).

e. Develop a thorough analysis and summary report for submittal to the County of San Luis Obispo documenting the following:
   - Current fire alarm system code requirements for the Government Center building, including detection, notification and alarm requirements.
   - The ability of the existing system to meet current codes.
   - The ability of the existing system to be upgraded to meet current codes.
   - Technical evaluation of the replacement of the existing system with a new code compliant system.
   - Summary recommendations for system upgrade or replacement.

f. Upon County approval of the recommendations for system upgrade or replacement, provide final engineering summary report for submittal to the City Fire Marshall of San Luis Obispo for concept approval.

g. Upon County and City Fire Marshall approval of fire alarm system upgrade or replacement recommendations and concept approval, develop a detailed fire alarm specification for a certified and licensed fire alarm contractor to comply with in preparation of shop drawings and installation and/or repair/upgrade of the fire alarm system.

h. Attend meetings; provide consultation and coordination with County and City staff as required.

2 Phase II: Upgraded or Replaced Fire Alarm System Review, Inspection & Commissioning

a. Based upon the specifications developed in the Phase I effort, review the County's selected installing contractor's fire alarm system shop drawings and equipment submittals for compliance with Consultant's specifications. Provide plan review comments and re-submittal reviews as required to ensure that final submittals meet specification requirements.

b. Perform third party fire alarm field inspections during installation to ensure that the fire alarm contractor is in full compliance with specifications.

c. Perform final 100% fire alarm system commissioning, documenting the performance of all installed detection devices, notification devices and fire alarm matrix compliance.

d. The County reserves the right not to proceed with Phase II, at its sole discretion.

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, 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 a Time and Material basis 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:

PHASE I (not to exceed 200 hours)	$25,000.00
PHASE II (not to exceed 160 hours)	$20,000.00
TOTAL	$45,000.00

D. METHOD OF PAYMENT:

1. **CONSULTANT'S** invoices 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.

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** hourly rate includes overhead, administrative costs and profit and is 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 BILLING RATE

1	Principal Engineer:	$140.00 per hour
2	Senior Engineer:	$125.00 per hour
3	Staff Engineer:	$95.00 per hour
4	Designer:	$85.00 per hour
5	CAD/Drafting Services:	$70.00 per hour
6	Administrative/Clerical:	$45.00 per hour
7	Reproduction:	Cost + 20%
8	Special Travel & Subsistence:	Cost + 10%
9	Automobile Mileage:	$0.55 per mile

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 a 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 I	TIME LIMIT:	90 calendar days.
PHASE II	TIME LIMIT:	180 calendar days.

END OF EXHIBIT C

EXHIBIT D
SUB-CONSULTANT LIST

NOT USED

END OF EXHIBIT D

EXHIBIT E
RESPONSIBILITY MATRIX

NOT USED

END OF EXHIBIT E