

**COUNTY OF VENTURA
GENERAL SERVICES AGENCY
CONSULTING SERVICES
A&E CONTRACT NUMBER 8338**

This contract entered into this 15th day of December 2020, by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "County" and Muller Worthy Architects, A Professional Corporation, hereinafter called "Consultant."

WITNESSETH

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing professional services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED BY CONSULTANT

In consideration of the payments hereinafter set forth, Consultant will perform Architectural and Engineering services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.

2. PAYMENTS

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit B, County will make payment to Consultant in the manner specified in Exhibit B.

3. PURCHASE ORDERS

No work shall be performed under this contract except on receipt of a purchase order signed by the Purchasing Agent or his/her authorized appointee. Any changes in the purchase order shall be signed in the same manner. Payment shall be made, for complete and accepted work, in accordance with the purchase order and the terms and conditions set forth in Exhibit B.

4. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this contract, it being understood that Consultant is an independent contractor, and neither Consultant nor any of the persons performing services for Consultant pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Consultant in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Consultant, such persons will be entirely and exclusively under direction, supervision and control of

Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Consultant, and County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Consultant will comply with all of the provisions of the Workers Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

5. NON-ASSIGNABILITY

Consultant will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

6. TERM

This Contract will be in effect from December 15, 2020 to December 14, 2021 subject to all the terms and conditions set forth herein.

Time is of the essence in the performance of this contract.

7. TERMINATION

Either party may terminate this contract at any time for any reason by providing 10 days written notice to the other party. In the event of termination under this paragraph, Consultant will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, County will be entitled to immediate possession of and Consultant will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Consultant for this particular Contract prior to any termination. Consultant may retain copies of said original documents for Consultant's files. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy, which it may be entitled at law or under this contract.

8. DEFAULT

If Consultant defaults in the performance of any term or condition of this contract, Consultant must cure that default by a satisfactory performance within 10 days after service upon receipt of written notice of the default. If Consultant fails to cure the default within that time, then County may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 5 above.

Consultant shall defend, indemnify, and save harmless County, including all of its boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnatee"), against any and all claims, lawsuits, judgments, debts, demands and liabilities that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant or its officers, employees, agents or subcontractors in the performance of this contract. This indemnity provision does not apply to liability, damages or other loss arising from the sole negligence or willful misconduct of Indemnatee, or to the extent caused by the active negligence of Indemnatee.

10.**INSURANCE PROVISIONS**

- A) Without limiting CONSULTANT's duty to defend and indemnify COUNTY as required herein, CONSULTANT shall, at CONSULTANT's sole cost and expense and throughout the term of this contract and any extensions hereof, carry one or more insurance policies that provide at least the following minimum coverage:
1. Commercial General Liability insurance shall provide a minimum of \$1,000,000.00 coverage for each occurrence and \$2,000,000.00 in general aggregate coverage.
 2. Automobile Liability insurance shall provide a minimum of either a combined single limit (CSL) of \$1,000,000.00 for each accident or all of the following: \$250,000.00 bodily injury (BI) per person, and \$500,000.00 bodily injury per accident, and \$100,000.00 property damage (PD). Automobile Liability insurance is not required if the CONSULTANT does no traveling in performing the Work.
 3. Workers' Compensation insurance in full compliance with California statutory requirements for all employees of CONSULTANT in the minimum amount of \$1,000,000.00. This Workers' Compensation insurance requirement may only be waived by COUNTY in writing if CONSULTANT is a sole proprietor with no employees and CONSULTANT provides COUNTY with evidence of such before commencing any work under the contract.
 4. Professional Liability (Errors and Omissions) insurance shall provide a minimum of \$1,000,000.00 coverage for each occurrence and \$2,000,000.00 in annual aggregate coverage. If the Professional Liability coverage is "claims made," Contractor must, for a period of three (3) years after the date when contract is terminated, completed, or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services OR purchase an extended reporting period endorsement (tail coverage). County may withhold final payments due until satisfactory evidence of the tail coverage is provided by Contractor to County.
- B) If CONSULTANT maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.
- C) CONSULTANT shall notify COUNTY immediately if CONSULTANT's general aggregate of insurance is exceeded by valid litigated claims in which case additional levels of insurance must be obtained to maintain the above-stated requirements. All required insurance shall be written by a financially responsible company or companies authorized to do business in the State of California.
- D) The Commercial General Liability policy shall name the County of Ventura and its officials, employees, and agents as additional insureds ("Additional Insureds") as respects Work done by or on behalf of CONSULTANT. All required insurance shall be primary coverage as respects the Additional Insureds, and any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance coverage and shall not contribute to it. Coverage shall apply separately to each insured, except with respect to the limits of liability, and an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds. Additional Insured endorsements shall

be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 11 if later revisions are used.

- E) CONSULTANT hereby waives all rights of subrogation against the County of Ventura, all special districts governed by the Board of Supervisors, and each of their boards, directors, employees and agents for losses arising directly or indirectly from the activities or Work under this contract. The Commercial General Liability, Automobile Liability and Workers' Compensation policies shall contain a provision or endorsement needed to implement CONSULTANT's waiver of these rights of subrogation.
- F) Prior to commencement of the Work, CONSULTANT shall furnish COUNTY with certificates of insurance and endorsements effecting all coverage required hereunder. Copies of renewal certificates and endorsements shall be furnished to COUNTY within 30 days of the expiration of the term of any required policy. CONSULTANT shall permit COUNTY at all reasonable times to inspect any policies of insurance required hereunder.
- G) Each insurance policy required above shall state that coverage shall not be canceled except with notice to COUNTY.

11. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Consultant will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Consultant's personnel policies will be made available to County upon request.

12. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Consultant under this Contract at any time during Consultant's usual working hours. Review, checking, approval or other action by the County will not relieve Consultant of Consultant's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by Theresa Lubin or her authorized representative.

13. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation which are mutually agreed upon by and between County and Consultant will be effective when incorporated in written amendments to this Contract.

14. **CONFLICT OF INTEREST**

Consultant covenants that Consultant presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Consultant further covenants that in the performance of this Contract no person having such interest will be employed or retained by Consultant under this contract.

15. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Consultant under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Consultant without the prior written approval of the County except as authorized by law.

16. NOTICES

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: VENTURA COUNTY
GENERAL SERVICES AGENCY
PURCHASING SERVICES
800 SOUTH VICTORIA AVENUE, L#1080
VENTURA, CALIFORNIA 93009

TO CONSULTANT: MULLER WORTHY ARCHITECTS, A PROFESSIONAL
CORPORATION
1451-D NORTH RICE AVENUE
OXNARD, CA 93030-7992

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

17. MERGER CLAUSE

This Contract supersedes any and all other contracts, either oral or written, between Consultant and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Consultant acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

18. GOVERNING LAW

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

19. SEVERABILITY OF CONTRACT

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

20. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any

other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

21. **COMPLIANCE WITH LAWS**

Each party to this contract will comply with all applicable laws.

22. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this contract will be construed to be both a covenant and a condition.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

MULLER WORTHY ARCHITECTS, A
PROFESSIONAL CORPORATION

by: Deleen Howard
Authorized Signature

Deleen Howard
Printed name

Principal Buyer
Title

12/22/2020
Date

John A. Muller
Authorized Signature

JOHN A. MULLER
Printed name

PRESIDENT
Title

1/22/21
Date

93-1190012
Tax Identification #

EXHIBIT A
SCOPE OF WORK AND SERVICES

PROJECT DESCRIPTION: Ventura County Sheriff's Department, Calle Tecate

Location: Ventura County Sheriff's Department
3760 Calle Tecate
Camarillo, CA 93012

SCOPE:

Provide Professional Architectural / Engineering Services for the above-referenced project. The project involves tenant improvements for the Ventura County Sheriff's Department to be located at 3760 Calle Tecate in Camarillo.

The existing two-story building is approximately 82,000 sf. An area of approximately 18,000 sf will be allocated for an FBI tenant improvement. The FBI project is not included in this scope of work. The total Sheriff's Department tenant improvements will include office and warehouse areas totaling approximately 62,000 sf.

The project will be completed in four phases.

Scope of Required Project Professional Services

Conceptual / Pre-Design Phase:

1. Client meetings to discuss the building program and review the proposed design concepts.
2. Architectural / Engineering Fee negotiations.
3. Review and document existing site and building conditions.
4. Create up-to-date floor plan base drawings in AutoCad format.
5. Field review of the existing electrical systems by the project Electrical Engineer.
6. Field review of the existing HVAC and plumbing systems by the project Mechanical and Plumbing Engineer.
7. Develop conceptual floor plans based upon the Ventura County Sheriff's building program.

Proposed Conceptual / Pre-Design Budget = **\$32,000.00**

Schematic Design & Opinion of Construction Costs:

1. Refine the Schematic building floor plans.
2. Develop schematic Architectural site, floor, roof and reflected ceiling plans.
3. Document the existing electrical power and lighting and start to develop the electrical tenant improvement systems.
4. Meet with the Tenant's I.T., telecommunications, and security systems providers.
5. Develop an Estimate of Probable Construction Costs based upon the schematic floor plans.
6. Meet with the Tenant and GSA project Manager to review the proposed design and the Estimate of Probable Construction Costs.

Proposed Schematic Design & Opinion of Cost Budget = **\$67,500.00**

Construction Document / Building Permit Processing:

1. Prepare Architectural Construction Documents based upon the Client-approved schematic design drawings.
2. Provide Electrical Engineering for power and lighting systems.
3. Provide Mechanical Engineering for modifications to the building HVAC systems.

4. Provide Plumbing Engineering for modifications to the building plumbing systems.
5. Structural Engineering for exterior dock infill, trash enclosure roof design and storage rack anchoring.
6. Coordinate the final design with the Tenant's I.T., telecommunications, and security systems providers.
7. Provide interior finish material selections.
8. Prepare Construction Specifications.
9. Submit and process the Construction Drawings for plan check review with the County of Ventura Building & Safety, and Fire Departments.

Proposed Construction Document / Permit Processing Budget = **\$205,500.00**

Construction Administration:

1. Provide clarifications and assistance to the Contractor during the Bidding process.
2. Respond to RFI's during bidding and construction.
3. Attend monthly construction meetings.
4. Conduct on-site observations as may be necessary.
5. Review Contractor submittals.
6. Review potential change orders.
7. Review applications for payment.
8. Prepare punch-list observations and summaries at the completion of the project.
9. Prepare of record drawing base cad drawings and issue final pdf drawing files.

Proposed Construction Administration Budget = **\$61,500.00**

Total Architectural / Engineering Fee = **\$366,500.00**

Items Not Included Under Above Scope of Services:

The following work or services shall be invoiced as Reimbursable Expenses :

1. Agency Fees.
2. Drawing Reproduction.
3. Planning Entitlement Permit Processing.
4. Express Mail Delivery.
5. Asbestos Reports.
6. Exterior Accessibility Analysis or Site Access Modifications, CASP Reports.
7. Building Energy Commissioning or LEED Certifications.
8. High-Piled Storage Permitting.
9. Structural Engineering Design for Additional Roof-Top Equipment.
10. Hazardous Materials Analysis Studies or Permitting.
11. Emergency Generator Systems Design.
12. Topographic Survey, Soils Report(s), Geotechnical Studies.
13. Civil Engineering and Landscape Architecture.
14. Detailed Construction Cost Estimates.
15. Photographs, Presentation Renderings.
16. Security, Alarm, Computer Systems Design.
17. Fire Suppression Engineering.
18. Furniture / Equipment Selection.
19. Other services requested by the Client, which are not expressly included in the Scope of Services outlined above.

**EXHIBIT B
FEES AND PAYMENTS**

Consultant shall complete each task set forth below for the total cost(s) indicated for that task. Upon completion of the task, Consultant shall promptly deliver the deliverable(s) associated with that task to County, along with an invoice setting forth the amount due for that task, based on the total cost(s) set forth below. County shall issue payment within **30 days of County's receipt** of such invoice and acceptance of the deliverable(s).

ARCHITECTURAL SERVICE COST ESTIMATE:

1. Basis of Compensation: Total compensation shall be a fixed fee of three hundred sixty six thousand, five hundred dollars (\$366,500.00) and shall be broken down as follows:
 - A. Conceptual / Pre-Design \$ 32,000.00
 - B. Schematic Design & Opinion of Cost \$ 67,500.00
 - C. Construction Document / Permit Processing \$205,500.00
 - D. Construction Administration \$61,500.00
- \$366,500.00**

TOTAL

The payments under this contract shall not exceed \$366,500.00. Any payments in excess of this sum shall require an amendment to the contract signed by both parties.