



City of Santa Barbara

City Clerk's Office

www.SantaBarbaraCA.gov

735 Anacapa Street
P.O. Box 1990
Santa Barbara, CA
93102-1990
Tel.: 805.564.5309
Fax: 805.897.2623

DATE: July 3, 2006

TO: Kruger Bensen Ziemer Architects, Inc.
30 West Arrellaga Street
Santa Barbara, CA 93101

ATTN: Joe S. Wilcox

FROM: Starla Russell, Records Technician *SR*

Enclosed for your records is a fully executed duplicate original of the following agreement between the City of Santa Barbara and the addressee listed above.

Agreement Number: 22,108

A contract with Kruger Bensen Ziemer Architects, Incorporated (KBZ), in an amount not to exceed \$315,000, for the preliminary design of Santa Barbara Fire Station No. 1 and associated buildings.

Enclosures

c: John Schoof, Principal Civil Engineer/RS/kts

**City of Santa Barbara, Service Contract with Kruger Bensen Ziemer Architects,
Incorporated (KBZ) to Provide Preliminary Design Services for the Renovation of
Santa Barbara Fire Station No. 1
Contract No. 22,108**

This Contract is entered into on June 27, 2006 by and between:

The City of Santa Barbara, a Municipal Corporation, referred to herein as the "City";

and,

Kruger Bensen Ziemer Architects, Incorporated (KBZ), a California Corporation, referred to jointly herein as the "**Contractor**",

WITNESSETH:

WHEREAS, Contractor has the special background, training and experience required by City, and in consideration of the mutual covenants, conditions, promises and agreements, herein, the City and Contractor **AGREE**:

1. SCOPE OF CONTRACTOR SERVICES

a. Contractor agrees to professional preliminary design services for the renovation of Santa Barbara Fire Station No. 1 located at 121 W. Carrillo Street as described in **more detail** in the attached scope of services (Exhibit A) dated June 2, 2006.

b. The City has been advised and enters into this Contract understanding that **Joe S. Wilcox, AIA and Dawn Sophia Ziemer, AIA Associate** have been designated the project managers for Santa Barbara Fire Station No. 1 project and that the Project Managers will have direct responsibility for interacting with City staff and delivering Contractor's services to the City under this Contract. Contractor shall not substitute nor otherwise allow any other person to serve in place of the Project Manager without the written consent of the City Public Works Director, or City Engineer, who shall have sole discretion as to whether the proposed substitution is acceptable. Should Contractor substitute or allow any unauthorized person to serve as project manager, Contractor shall have no right to any monies for services provided by that unauthorized person and City shall also have the right to immediately terminate this Contract.

2. COMPENSATION

a. The total compensation for all services provided pursuant to this Contract, including all extra services as defined in Section 3 hereof and reimbursable expenses, shall not exceed the sum of **\$346,500** without the express approval of City Council of the City of Santa Barbara. The basic contract is for **\$315,000** and the total that may be claimed for Extra Services under this Contract shall not exceed **\$31,500**. This Contract provides the exclusive means of payment and reimbursement for costs to Contractor by the City.

b. Changes in personnel or in rates of compensation set forth in Exhibit A may be made only after written notice to and written approval by the City Public Works Director.

c. Where travel costs are included in Exhibit A, only the actual travel costs (at fare, rate per mile or lump sum approved), and/or actual expenses pursuant to the provisions

of the Contract and within guidelines approved by the City Finance Director will be reimbursed.

d. Contractor may be reimbursed for such other necessary costs, including actual costs of copies, printing, postage, shipping and documents expense, and all costs of other materials, equipment, services and supplies, as approved and required to complete the work, according to the attached Exhibit A.

e. Compensation for Extra Services of Contractor authorized in accordance with Section 2 shall be paid to Contractor by City in accordance with the fee schedule set forth in Exhibit A. Contractor shall only be entitled to payment for Extra Services under this Contract if Contractor has obtained authorization required under Section 3 below.

f. Contractor shall submit itemized statements, which shall include a detailing of the number of hours spent on each task and copies of all subcontractors' invoices, to request payment in accordance with the standard billing format issued by the City Public Works Department. Contractor shall keep records concerning payment items on a generally recognized accounting basis and such records shall be maintained for a period of 3 years following the completion of the work assigned. Such records shall be made available for copying, inspection or audit by City employees or independent agents during reasonable business hours.

3. EXTRA SERVICES OF CONTRACTOR

Prior to performing any services other than those described in Exhibit A ("Extra Services"), Contractor shall submit a written request for Extra Services and obtain the written approval of the City Public Works Director or his designee. The request for Extra Services shall at minimum include a description of the services to be performed, the reason why the Extra Services are needed or required, a schedule for completion of the proposed Extra Services, and a not-to-exceed amount for performance of the proposed Extra Services. Each approved Extra Services request shall be billed separately.

4. TIME OF BEGINNING AND COMPLETION

Services shall begin upon execution of this Contract. Contractor shall adhere to schedules and deadlines agreed to by City and Contractor shown in Exhibit A. Contractor's failure to complete the above services within the time specified, due to avoidable delays, may at the City's discretion be considered a material breach of this Contract. Contractor shall review the remaining work and remaining budget at least monthly and shall confirm that completion may be expected within the budget approved and on schedule, or in the alternative, give immediate notice when it shall first appear that the approved budget will not be sufficient, together with an explanation for any projected insufficiency of delays in the schedule. No extension of time to complete any portion of the services called for in the Contract shall be allowed except upon the express, written approval of the Public Works Director. Contractor shall request, in writing, a time extension for approval by City, promptly upon the occurrence of any action causing delay in Contractor's prosecution of the services. The nature of the delay, the corrective actions taken and the impacts on the project schedule shall be described in each request for a time extension.

5. OWNERSHIP OF DOCUMENTS

All documents, computer programs, plans, renderings, charts, designs, drafts, surveys and other intellectual property which is originally developed by Contractor pursuant to this Contract shall become the property of City upon full and complete

compensation to Contractor for services performed herein. Contractor will take such steps as are necessary to perfect or to protect the ownership interest of the City in such property. Contractor may retain copies of said documents for Contractor's file.

6. ASSIGNMENT OF CONTRACT

Contractor shall not assign, sublet or transfer any right, privilege or interest in this Contract, or any part thereof, without prior written consent of City. Contractor shall not substitute personnel designated in the proposal of Contractor without the written consent of City.

7. OFFICIAL NOTICES

Notices to either party shall be provided by personal delivery or by depositing them in the United States mail, first class postage prepaid, and addressed as identified at the signature page of this Contract. A party may change mailing address for all purposes under this Contract, by written notice.

8. DEFENSE, INDEMNITY AND HOLD HARMLESS

As part of the consideration for this Contract, Contractor shall provide the following:

a. Contractor shall, to the extent permitted by law, investigate, defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, and expense (including reasonable attorney fees), and causes of action of whatsoever character (hereinafter collectively referred to as "claims") which the City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed under this Contract, except to the extent a claim arises from a professional error or omission.

b. With respect to those claims arising from a professional error or omission, the following indemnification shall be applicable: Contractor shall investigate, defend, indemnify and hold harmless the City, its officers, agents, and employees from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, and expenses (including reasonable attorney's fees) and causes of action of whatsoever character which City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or due to the professionally negligent acts, errors or omissions of Contractor.

9. INSURANCE REQUIREMENTS

As part of the consideration for this Contract, Contractor shall purchase and maintain at its sole cost and expense during the term of this Contract the following insurance with insurers that are satisfactory to the City:

a. Combined single limits of not less than one million (\$1,000,000) dollars of Comprehensive General Liability Insurance, including Bodily Injury and Property Damage and one million (\$1,000,000) dollars of Comprehensive Automobile Liability Insurance, including Bodily Injury and Property Damage. This insurance shall include:

(1) Extension of coverage to the City, its officers, agents and employees, as additional insureds, with respect to Contractor's liabilities hereunder in insurance coverages identified above;

(2) A provision that coverage will not be canceled or subject to reduction until at least thirty (30) days' prior written notice has been given to the City Clerk, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990;

(3) A provision that Contractor's insurance shall apply as primary, and not excess of, or contributing with, the City;

(4) Contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the Contractor in the indemnity and hold harmless provisions (Section 7) of these Standard Conditions;

(5) A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each;

(6) A broad form property damage endorsement; and,

(7) A provision that the policies be provided on an "occurrence" basis.

b. Statutory Workers' Compensation and Employer's Liability Insurance, with an insurance company acceptable to City, which shall cover all employees while performing any work incidental to the performance of this Contract;

c. Professional Liability: Professional liability "errors and omission" insurance with minimum liability of not less than one million (\$1,000,000) to cover all services rendered by the Contractor pursuant to this Contract.

d. Approval of insurance by the City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operation pursuant to the Contract, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

e. Current Certificates of Insurance on forms supplied by the City and evidencing the above coverage, shall be completed by Contractor's insurer or its agent and submitted to City prior to execution of this Contract by City. Contractor shall exercise due diligence to require any and all subcontractors and all tiers of such subcontractors to provide General and Automobile Liability, and Workers' Compensation and Employers' Liability Insurance with minimum limits of coverage and upon terms and provisions required in this Contract.

10. TERMINATION

This Contract may be terminated with or without cause by either party at any time by giving the other no less than thirty (30) days notice in writing. In the event of such termination, Contractor shall deliver all programs, drawings, surveys, drafts, plans, work in progress and other documents related to the project to the City within five (5) days of the notice of termination. In the event of such termination, Contractor shall be compensated for such services as are performed up to the point of termination.

11. RIGHT TO PERFORM SIMILAR SERVICES

Nothing in this Contract shall restrict the City from providing the same or similar services through City employees, other contractors, other resources, or by arrangements with other agencies. Contractor may engage in similar activities to the extent that such work does not conflict with the proper performance of services under this Contract.

12. CONFLICT OF INTERESTS

Contractor warrants by execution of this Contract that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, and that Contractor maintains no agreement, employment, or position which would be in conflict with the duties to be performed for City under this Contract. Contractor further agrees that during the term of this Contract, Contractor will not obtain, engage in, or undertake any interests, obligations or duty that would be in conflict with, or interfere with, the services or duties to be performed under the provisions of this Contract.

13. ADMINISTRATION OF EMPLOYMENT

Contractor shall obtain and administer the employment of personnel having the background, training, experience, licenses and registration necessary for the work assigned, including all coordination, the withholding of proper taxes and benefits, the payment of wages, employer's contributions for FICA, and Federal and State unemployment payments, and the review and maintenance of any necessary licenses, certificates, memberships and other qualifications necessary for the services to be provided. Contractor is an independent contractor and shall not be considered an agent or employee of the City for any purpose. Contractor and its employees and agents are not entitled to any of the benefits or privileges that the City provides its employees.

14. BUSINESS TAX CERTIFICATE

Prior to the execution of the Contract, Contractor shall obtain a business tax certificate from the City at Contractor's expense. Contractor shall maintain a business tax certificate as required by the City Finance Director during the term of this Contract.

15. NO WAIVER OF PROVISIONS

No waiver of a breach of any provision of this Contract shall be construed to be a continuing waiver of that provision, nor a waiver of any breach of another provision of this Contract.

16. APPLICABLE LAWS, PARTIAL INVALIDITY

This Contract shall be subject to the Santa Barbara City Charter, and the laws, rules, regulations and ordinances in effect within the City of Santa Barbara, County of Santa Barbara, California, and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within that jurisdiction. If any provision of this Contract is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Contract and such deletion shall in no way affect, impair, or invalidate any other provision of this Contract, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

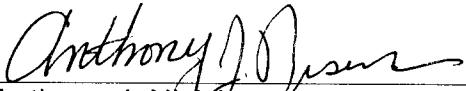
17. NON DISCRIMINATION ORDINANCE

Contractor shall perform all work pursuant to this Contract in compliance with Section 9.126.020 of the Santa Barbara Municipal Code (a copy of which is attached as Exhibit B), prohibiting unlawful discrimination in employment practices, and shall be bound by the terms of such ordinance.

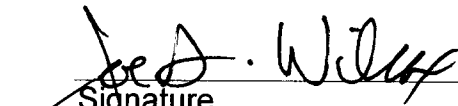
IN WITNESS WHEREOF, the parties have executed this contract as of the date and year first written above.

CITY OF SANTA BARBARA
A Municipal Corporation
P.O. Box 1990
Santa Barbara, CA 93102-1990

Kruger Bensen Ziemer
Architects, Inc. (KBZ)
A California Corporation
30 West Arrellaga Street
Santa Barbara, CA 93101




Anthony J. Nisich,
Public Works Director



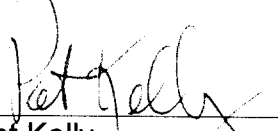
Signature
Joe S. Wilcox
Principal
KBZ Architects

ATTEST:



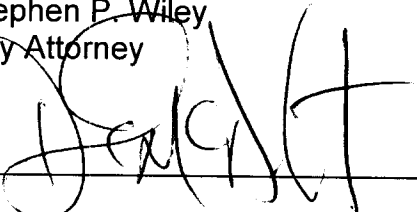
Cynthia M. Rodriguez, CMC
City Clerk Services Manager

APPROVED AS TO CONTENT:

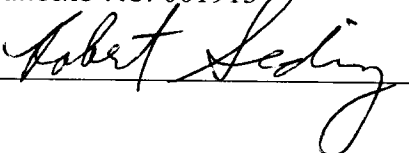


Pat Kelly
Asst. PW Director/City Engineer

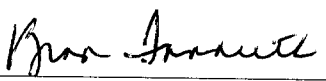
APPROVED AS TO FORM:

Stephen P. Wiley
City Attorney
By 

Business Tax Compliance:
Certificate No. 001913

By 

Approved as to Insurance:



Bradford E. Landreth, Risk
Manager



June 2, 2006

City of Santa Barbara
Public Works Division, Engineering Department
630 Garden Street
Santa Barbara, CA 93101

Attn: Mr. John Schoof

Re: Preliminary Design Phase for the Renovation of
Santa Barbara City Fire Station Number One

DONALD ZIEMER
AIA
STEVEN DOWTY
AIA
JOE S WILCOX
AIA
DAWN SOPHIA ZIEMER
Associate AIA
TODD A JESPERSEN
AIA

KENNETH C KRUGER
FAIA, RETIRED 1990
DONALD BENSON
AIA, RETIRED 2000

FRANK G LA BARGE
AIA, RETIRED 2001

KBZ Architects is pleased to provide proposal for professional services. This project will use the recently completed feasibility and design analysis report. The scope of work for this project will include the following:

- A. Schematic Design: The adjacent annex building located at 925 Chapala Street will be included with the Fire Station for a final layout. These schemes for the entire complex will incorporate the square footage of the existing muffler shop. Review and analysis of the existing structural, mechanical, and electrical building systems will be included. Site civil engineering analysis will not be included.
- B. Design Development: We will produce design development drawings for architectural, structural, mechanical, and electrical disciplines. Civil engineering will not be addressed during this phase.
- C. Phasing: An overall approach will be developed in order to accomplish this project over the next few years. Possibilities of phasing the project are as follows:

- Phase 1 Approximately \$4.3 million total project cost.
Redesign and construct the 925 Chapala Street space to house the 40 hour/week staff. Complete seismic and mechanical/electrical upgrades, and meet ADA requirements at the Fire Station Building.
- Phase 2 Approximately \$2.1 million total project cost.
Move the operations division to the first floor. Complete the demolition and construction of the redesigned second floor.
- Phase 3 Approximately \$2.1 million total project cost.
Design and build the E.O.C. on the first floor of the Fire Station and complete all remaining first floor upgrades.

Exhibit A



The professional fee for this scope of work is broken down into three tasks:

- Task 1 Schematic Design for the entire complex and engineering analysis will be \$80,000. This will include analysis from our structural, mechanical, and electrical engineers. Any hazmat analysis will be handled directly by the City.

- Task 2 Design Development for the entire complex will be \$225,000. This will include a set of design development drawings and cost estimate.

- Task 3 Phasing Planning will be \$10,000.

The total fee for all three tasks will be \$315,000. After the Design Development phase is completed and approved by the City; and upon authorization, KBZ Architects would be pleased to provide a proposal for the construction document, bidding, negotiation and construction administration phases.

The consultants to be used on this project include:

The Howard Group; Lynn Howard, Structural Engineer
AE Group; Hugh McTernan, Mechanical Engineer
Santa Barbara Electrical Design; Bob Nettles, Electrical Engineer
Jacobus and Yuang; Cobus Malan, Cost Estimators
Criterion Environmental; Nate Seward, Hazardous Materials

After approval of this proposal, KBZ will provide the "Projected Expenditure Solution" format requested for tracking value earned.

Per your request, following are items to be completed by the City as soon as possible to help expedite the project.

1. Materials testing in the 925 Chapala building for structural analysis.
2. Secure access into 925 Chapala for numerous field verification visits.
3. Hazardous materials testing.

Thank you for the opportunity to be of service.

Very Truly Yours,

Joe Wilcox by DSE

Joe S. Wilcox, AIA- Principal in Charge
KRUGER BENSEN ZIEMER ARCHITECTS, INC.

CC: Mr. Bob Sedivy, Santa Barbara City Public Works

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/09/06

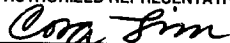
PRODUCER HRH Professional Practice Insurance Brokers, Inc. 2030 Main Street, Suite 350 Irvine, CA 92614-7248	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED Kruger Bensen Ziemer Architects, Inc. 30 West Arrellaga Street Santa Barbara, CA 93101	INSURER A: Fidelity and Guaranty Insurance Undw
	INSURER B: St. Paul Protective Insurance Co.
	INSURER C: US Specialty Insurance Company
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BK02186791	06/01/06	06/01/07	EACH OCCURRENCE \$2,000,000
					FIRE DAMAGE (Any one fire) \$300,000
					MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$2,000,000
					GENERAL AGGREGATE \$4,000,000
					PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BK02186791	06/01/06	06/01/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	BK02186791	06/01/06	06/01/07	EACH OCCURRENCE \$1,000,000
					AGGREGATE \$1,000,000
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	BW02148223	09/01/05	09/01/06	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
					E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability	US051205601	12/23/05	12/23/06	\$1,000,000 PER CLAIM \$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
EVIDENCE OF INSURANCE

CERTIFICATE HOLDER CITY OF SANTA BARBARA PO BOX 1990 Santa Barbara, CA 93102-1990	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION Ten Day Notice for Non-Payment of Premium SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
		AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

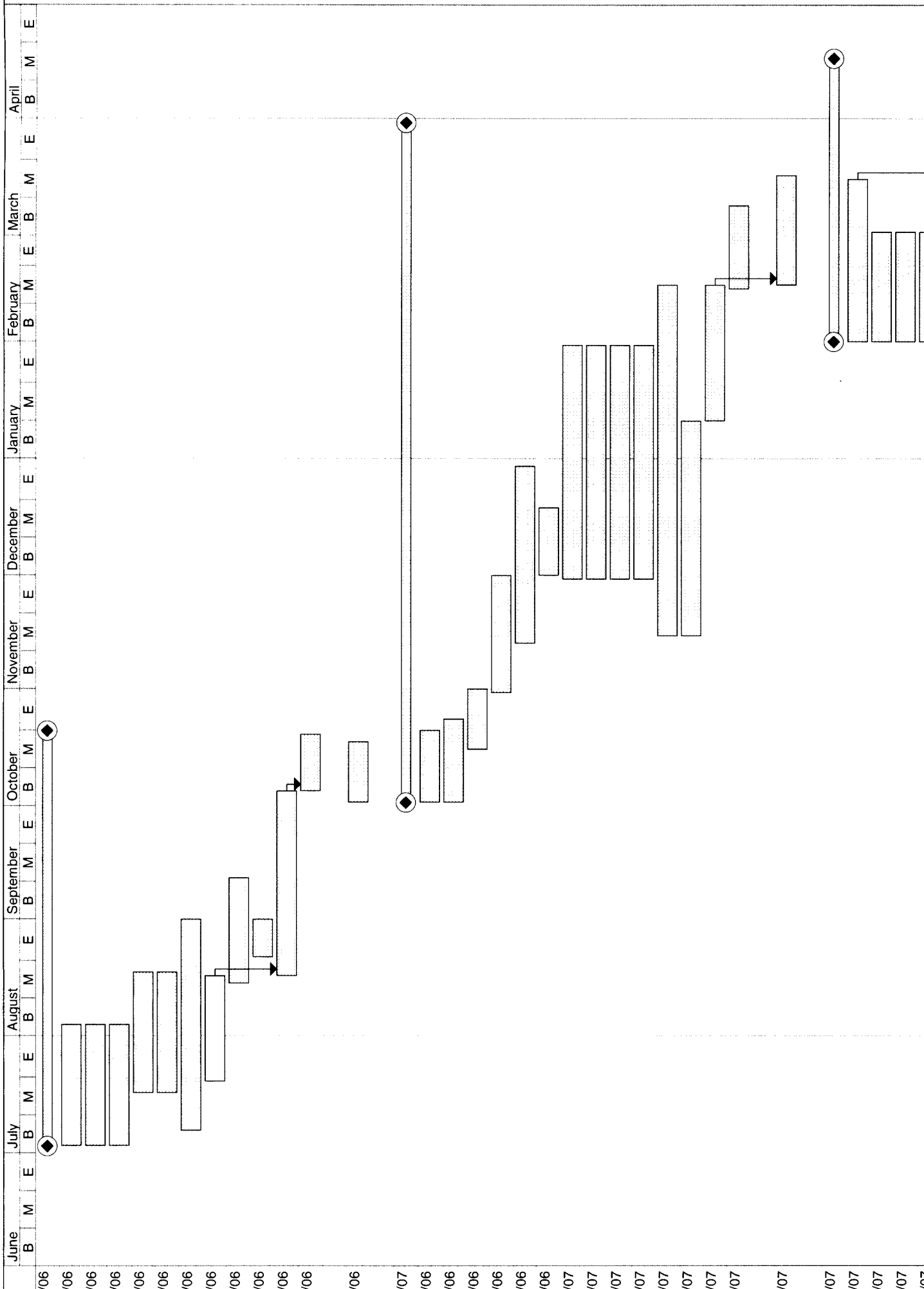
DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

City of Santa Barbara
Preliminary Design Fire Station No. 1
Cost Proposal Matrix
6.12.06

	Professional			Sub Professional			
	Hours	Rate	Sub Total	Hours	Rate	Sub Total	Total
SCHEMATIC DESIGN (annex and main station revisions)							
<i>Review Meetings</i>	12	100	1200	12	65	780	1980
Review Physical Conditions/Site review	12	125	1500	24	85	2040	3540
Staffing Profile and Needs	12	125	1500	12	85	1020	2520
Identify ADA and Infrastructure Needs	16	125	2000	16	85	1360	3360
Mechanical Systems Review	24	125	3000	24	85	2040	5040
Electrical Systems Review	24	125	3000	24	85	2040	5040
Seismic Review	60	125	7500	80	85	6800	14300
Design Schemes	40	125	5000	60	85	5100	10100
Consultant Coordination	12	125	1500	16	85	1360	2860
Project Scheduling	12	100	1200	8	85	680	1880
Concept Drawings	40	125	5000	80	85	6800	11800
Preliminary Cost Estimates	12	140	1680	12	85	1020	2700
Finalize Concept Drawings	24	140	3360	40	85	3400	6760
LEED Analysis	23	140	3220	16	85	1360	4580
Prepare Design Report	12	125	1500	24	85	2040	3540
			subtotal				
			\$42,160		85	\$37,840	subtotal \$80,000
DESIGN DEVELOPMENT (entire complex)							
<i>REVIEW MEETINGS</i>	24	100	2400	40	85	3400	5800
Field Reviews	24	125	3000	40	85	3400	6400
Code Review	24	125	3000	40	85	3400	6400
Coordinated Design Study	100	125	12500	200	85	17000	29500
Preliminary Arch. Design Drawings	120	125	15000	240	85	20400	35400
Architectural Detail Drawings	80	125	10000	160	85	13600	23600
ADA code and detailing	24	125	3000	60	85	5100	8100
Consultant Drawing Coordination	24	125	3000	12	85	1020	4020
Structural Design and Drawings	120	125	15000	120	85	10200	25200
Mechanical Design and Drawings	120	125	15000	80	85	6800	21800
Plumbing Design and Drawings	80	125	10000	80	85	6800	16800
Electrical Design and Drawings	120	125	15000	80	85	6800	21800
Project Tracking	24	125	3000	12	85	1020	4020
LEED Analysis	25	140	3500	60	85	5100	8600
Detailed Construction Cost Estimate	40	140	5600	24	85	2040	7640
			subtotal				
			\$119,000		subtotal	\$106,080	\$225,080
PLANNING PHASE							
Architectural Planning/Phasing	40	125	\$5,000				
Structural Planning/Phasing	16	125	\$2,000				
Mechanical Systems Planning	12	125	\$1,500				
Electrical Systems Planning	12	125	\$1,500				
			subtotal				
			\$10,000				
					Total Fee		\$315,080
					SAY		\$315,000

Santa Barbara City Fire Station
 Preliminary Design
 Schedule 6.12.06



KRUGER BENSEN ZIEMER ARCHITECTS INC.
2006 Schedule of Hourly Rates

Principal/Project Architect	\$ 125.00
Project Manager/Designer	\$ 115.00
CADD Operator/ Draftsperson	\$ 85.00
Clerical	\$ 65.00

Reimbursable expenses will be billed at cost plus 15%.

EXHIBIT B

CONTRACTOR'S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE
Santa Barbara Municipal Code § 9.126.020

A. Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the City of Santa Barbara and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the City for purchases, services, and the construction, repair, or improvement of public works.

B. Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the City, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the City for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.

5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "nonresponsible".

The City shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the City shall notify the Contractor that unless he demonstrates to the satisfaction of the City within a stated period that the violation has been corrected, he shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he has implemented remedial measures, satisfactory to the City, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any City contract, the City Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the City Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees that, should the City Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the City may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such moneys shall be recovered from the Contractor. The City may deduct any such penalties from any moneys due the Contractor from the City.

7. The Contractor certifies to the City that he has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the City:

a. The Contractor shall notify all supervisors, foremen and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.

b. The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.

c. The Contractor shall file a basic compliance report as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

d. The Contractor shall notify the City of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this contract.

8. Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the City from pursuing any other remedies that may be available at law.

9. The Contractor certifies to the City that he will comply with the following requirements with regard to all subcontractors and suppliers:

a. In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any

supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.

b. Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the City, the Contractor may request the City to enter into such litigation to protect the interests of the City.