ATTACHMENT 1

Amendment No. 1 to the Professional Service Agreement

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AMENDMENT NO. 1 TO

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE COUNTY OF SANTA BARBARA

AND

NACHT & LEWIS ARCHITECTS, INC.

FOR

ARCHITECTURAL DESIGN

for designing the

Main Jail Renovation 4436 Calle Real Santa Barbara, Ca. 93110

Project Number: 20041

July 11, 2023

AMENDMENT No. 1 to the PROFESSIONAL SERVICES AGREEMENT (PSA)

for

Architectural Design Services for the Main Jail Renovation Project

This First Amendment ("Amendment No. 1") is entered into by and between THE COUNTY OF SANTA BARBARA (hereinafter "County") and Nacht & Lewis Architects, Inc. (hereinafter "Contractor" or "Consultant").

WHEREAS, on March 1, 2022, the parties hereto entered into that certain Professional Services Agreement, BC21261 (hereinafter "Agreement" or "PSA") for architectural services for the Main Jail Renovation Project ("Project"); and

WHEREAS, the Agreement was initially for Programming Services and a Term of 24 months; and

WHEREAS, the Agreement provides for the payment of compensation for Services thereunder in an amount up to, but not to exceed, \$1,263,795, with a contingency amount of \$126,379.50, for a total contract amount of \$1,390,174.50; and

WHEREAS, the parties hereto desire to amend the Agreement, in accordance with the provisions of the Agreement, to (i) extend the Term of the Agreement to September 30, 2027, (ii) expand the Scope of Work to include designing the Main Jail Yard improvements, Inmate Reception Center (IRC) Americans with Disabilities (ADA) improvements, and IRC Intake Improvements, and (iii) increase the amount of compensation available under the Agreement to \$2,007,539 (a total increase of \$743,744), with a contingency of \$200,754, for a total contract amount of \$2,208,293.

NOW, THEREFORE, County and Contractor agree as follows:

1. Part 2.01.A. of the Agreement is hereby amended by replacing Part 2.01.A to read in its entirety as follows:

"A. This Professional Service Agreement (PSA or Agreement) sets forth the terms and conditions pursuant to which Consultant, as a Professional, will provide Services to the County during the Term as set forth in Exhibit A, "Consultant's Scope of Work & Hourly Rates" (SOW), including design services for (i) architectural programming for the Main Jail Facility Improvements, and (ii) the Design of the Main Jail Yard Improvements, IRC ADA Improvements, and IRC Intake Improvements."

2. Part 2.02.A. of the Agreement is hereby amended by replacing Part 2.02.A to read in its entirety as follows:

"A. The maximum aggregate amount of compensation payable to Consultant hereunder, including pursuant to all Project Agreements issued pursuant to this PSA, shall not exceed the Maximum Compensation Limit set forth in Section 2 of Exhibit C, attached hereto and incorporated herein by this reference (MCL). If Consultant performs services or incurs expenses beyond the MCL, Consultant does so at Consultant's sole risk and expense. If Consultant performs services or incurs expenses beyond the Fixed Fee for Basic Services Subtotal set forth in Section 1.a of Exhibit C without the prior written authorization of the

Owner's Authorized Representative (OA), Consultant does so at Consultant's sole risk and expense."

3. Part 2.03.A of the Agreement is hereby amended by replacing Part 2.03.A to read in its entirety as follows:

"A. The term of this Agreement shall commence on August 18, 2020, and shall terminate on April 30, 2027, unless earlier terminated in accordance with the provisions of this Agreement."

4. Part 10.01.A.3.a of the Agreement is hereby amended by replacing Part 10.01.A.3.a to read in its entirety as follows:

"a. In the event that a material increase in the Services and/or Deliverables set forth in the SOW is approved by the OPM in writing signed by the OPM in accordance with the provisions of Part 4.01, above (Supplemental Services), and which material increase in the SOW the OPM concurs warrants an increase in compensation beyond the amount of the Fixed Fee for Basic Services, then the OA may issue a Supplemental Service Order in writing signed by the OA authorizing such Supplemental Services and the amount of the Supplemental Services Allowance to be paid to Consultant for the completion of such Supplemental Services to the satisfaction of County; provided, however, that in no event shall the aggregate amount of compensation for Supplemental Services paid hereunder and pursuant to Supplemental Services Orders exceed the Supplemental Services Allowance amount of \$200,754, as set forth in Section 1.c of Exhibit C, and in no event shall the aggregate amount paid to Consultant hereunder (including all Supplemental Services Orders) exceed the MCL. In the event that the SOW, including changes thereto as authorized in accordance with the foregoing provisions of this Part 10.01.A.3, cannot be completed, then Consultant must immediately inform the OPM of such impossibility and assist the OPM in allocating the remaining compensation hereunder among the unfinished Services and Deliverables in order to complete as much of the SOW as possible within the MCL."

5. Part 10.03.A. of the Agreement is hereby amended by replacing Part 10.03.A to read in its entirety as follows:

"A. Consultant shall not receive payment under this PSA beyond the \$2,007,539 maximum Fixed Fee for Basic Services set forth in Section 1.a of Exhibit C without the express prior written authorization of the Owner's Authorized Representative (OA) pursuant to a Supplemental Services Order specifying the Supplemental Services to be performed by Consultant thereunder and the amount of the Supplemental Services Allowance set forth in Section 1.c of Exhibit C to be paid to Consultant for the completion of such Supplemental Services to the satisfaction of County; provided, however, that in no event shall the aggregate amount of payments to Consultant for such Supplemental Services Orders exceed the \$200,754 Supplemental Services Allowance."

- 6. <u>Exhibit A</u> to the Agreement ("Consultant's Scope of Work and Hourly Rates") is hereby amended by replacing Exhibit A in its entirety with Exhibit A as attached hereto and incorporated herein by reference.
- 7. <u>Exhibit C</u> to the Agreement ("Consultant's Compensation") is hereby amended by replacing Exhibit C in its entirety with Exhibit C as attached hereto and incorporated herein by reference.
- 8. <u>Exhibit F</u> to the Agreement ("Schedule") is hereby amended by replacing Exhibit F in its entirety with Exhibit F as attached hereto and incorporated herein by reference.

Except as otherwise amended by this Amendment No. 1, all of the terms and conditions of the Agreement remain in full force and effect.

Each of the parties hereto represents and warrants that such party's respective signatories to this Amendment No. 1 have the power and authority to enter into this Amendment No. 1 in the capacities set forth in such party's signature block(s), below, and such party has fully complied with all formal requirements necessary for such party to enter into this Amendment No. 1, and for this Amendment No. 1 to be legally binding on such party. Consultant hereby certifies and warrants that entering into this Amendment No. 1 shall not cause Consultant to breach the terms or conditions of any other contract or agreement to which Consultant is a party or which is otherwise binding on Consultant. This Amendment No. 1 may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument.

SIGNATURE PAGE

Amendment No. One (1) to the Agreement for Services of Independent Contractor BC-21261 between the County of Santa Barbara and NACHT & LEWIS ARCHITECTS, INC.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the first date duly executed by all of the parties hereto.

COUNTY OF SANTA BARBARA:

By:

Das Williams, Chair Board of Supervisors

Date:

CONTRACTOR: Nacht & Lewis Architects, Inc.

Mona Miyasato **County Executive Officer** Clerk of the Board

By:

ATTEST:

Deputy Clerk

DocuSigned by: Frie Fadress By:

Authorized Representative

Name: Eric Fadness

Title: Principal 6/27/2023 | 7:54 AM PDT Date:

APPROVED AS TO FORM:

Rachel Van Mullem **County Counsel**

> DocuSigned by: Lauren Wideman

By: 8F464D822C84458

> Lauren Wideman **Deputy County Counsel**

RECOMMENDED FOR APPROVAL: General Services

tine Lagerquist By:

Kirk Lagerguist, Director

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA, CPFO Auditor-Controller

DocuSigned by: Robert Guis By: Robert Geis, IV **Division Chief**

APPROVED AS TO ACCOUNTING FORM: **Risk Management**

Greg Milligan Greg Milligan By:

General Services Department

Risk Manager



<u>EXHIBIT A</u>

SCOPE OF WORK; HOURLY RATES

The following scope of work and hourly rates, which include all overhead, administrative costs, and profit, shall apply to hourly-rate Services. Any rate increases must be approved in advance in writing by the OPM, and shall thereafter take effect on the following anniversary of the Board of Supervisors' approval of the PSA. Modifications to Consultant's Hourly Rate Schedule to include out-years beyond the rates identified in this Exhibit A, and the addition of personnel not identified in Exhibit B, will be negotiated by the Parties using as a benchmark the prevailing rates/increase for similar Consulting Services in the Central Coast area, and are subject to prior written approval by the OPM in each instance as an administrative modification to the PSA.

CONSULTANT FIRM NAME: Nacht & Lewis Architects, Inc.

SCOPE OF WORK:

SCOPE OF SERVICES

PROJECT DESCRIPTION

<u>Project Name:</u> County of Santa Barbara South County Main Jail Facility Renovation Projects <u>Project Site:</u> 4436 Calle Real, Santa Barbara, CA 93110

<u>General Description</u>: The project will consist of renovation projects to address short-term and long-term compliance with the Stipulated Judgement inside the Main Jail. The renovation projects are listed below.

- 1. Separate main recreation yard into smaller yards. (Yard Division Project)
- 2. Create accessible cells and showers in the IRC building. (IRC ADA Project)
- 3. Renovate and construct new IRC Intake area. (IRC Intake Renovation)

PROJECT TEAM

County

General Services: Assistant Director: Patrick Zuroske Project Manager: Diane Galt

Sheriff:

Sheriff: Bill Brown Undersheriff: Craig Bonner Chief: Vincent Wasilewski Commander: Kenneth Callahan Commander: Ryan Sullivan

Design Team Key Personnel

Architect:

Principal Architect of Record: Eric Fadness, Principal-in-charge



Fire / Life Safety Expert: Lorenzo Lopez Project Manager: Roger Davis

Civil Engineer and Landscape Architect: Willdan Structural Engineer: CYS Structural Engineers Inc. Mechanical Engineer: Capital Engineering Consultants Plumbing Engineer: Capital Engineering Consultants Fire Protection Engineer: Collings and Associates, LLC Electrical Engineer: JMPE Electrical Engineering & Lighting Design Low Voltage / Fire Alarm Engineer: JMPE Electrical Engineering & Lighting Design Security: AVS Security and Electrical Cost Estimator: Sierra West Group Medical and Mental Health Experts: Falcon, Inc.



PROJECT BUDGET

Target:

The County budget for the multiple renovation projects is \$8.2 million. The project construction cost will be estimated for each project. Below is the estimated breakdown of projects:

- 1. Yard Division Project: \$877,000
- 2. IRC ADA Project: \$1.7 million
- 3. IRC Intake Renovation Project: \$5.6 million

Cost Estimates:

The Construction Cost shall be estimated at a conceptual level and will include the total cost to the County to construct all elements of the project including design contingencies, general conditions & overhead and profit, bonds, and insurance costs; detention/security equipment; and the County's construction contingency. In preparing estimates of the Construction Cost, the consultant team shall be permitted to include contingencies for design, bidding and price escalation to the mid-point of construction.

Neither Consultant nor the County has control over the cost of labor, materials or equipment, the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids will not vary from the County's budget for the Project or from any estimate of the Construction Cost or evaluation prepared or agreed to by Consultant.

OWNER'S RESPONSIBILITIES

- 1. Provide CEQA documents for use.
- 2. Provide title information for use.
- 3. Provide preliminary geotechnical report
- 4. Provide access to site &/or building for review.
- 5. Provide timely design review comments and approval at phased design submittals.

PROJECT SCHEDULE

Below are the projected number of months for each project from beginning of Design (Notice to Proceed) through Agency Approval.

- Yard Division Project: Estimated four months.
- IRC ADA Project: Estimated seven months.
- IRC Intake Renovation: Estimated twelve months.

DELIVERABLES

The deliverables for all phases of work will be delivered in portable document format (PDF). The County will be responsible for all printing and copying of documents.

CONSULTANT RESPONSIBILITIES



A. <u>General Requirements</u>.

- 1. Consultant shall prepare Construction Documents in conformance with the programming options for renovation projects at the Main Jail, copies of which have been provided to the Consultant.
- Consultant shall prepare Construction Documents in compliance with applicable building codes, laws, regulations, ordinances, and other regulatory authorities. The level of detail will be based on a Design-Bid-Build project delivery.
- 3. Services performed by the Consultant shall conform to the requirements of the laws of the State of California applicable to construction of adult detention facilities, including, but not limited to, the requirements of the California Business and Profession Code, the Minimum Standards for Adult Detention Facilities contained in Title 15, California Code of Regulations (CCR), the Minimum Standards for Adult Detention Facilities and the fire and life safety regulations contained in Title 19 and Title 24, Part 2, CCR, Title 8 (Cal OSHA), CCR, the California Penal Code, the California Public Contract Code, and the California Environmental Quality Act (CEQA) contained in California Public Resources Code Section 2100 et seq.
- 4. Consultant shall assist the County in connection with the County's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
- 5. Consultant shall provide County with a copy of all written communications and submittals to third parties regarding this Project.

YARD DIVISION PROJECT

The Yard Division project will separate the existing Main Jail recreation yard into three separate yards. The project will create an accessible from the north exit of the Main Jail to the yards and create a new accessible toilet in the two south yards.

- B. <u>Programming Validation Phase</u>
 - 1. Programming Initiation Meeting:
 - a) Consultant will conduct meetings to confirm the scope of the renovation project. Consultant will also work with the County to define the phasing of the project based on the priority of the work and the budget allocated for the project. An agenda and a list of suggested attendees will be provided in advance.



- A total of one (1) Agency meeting with the local Building Official and Local Fire Marshal to review the scope of the renovation project and get high-level approval on the scope. (Virtual meeting)
- A total of one (1) meeting to review the programming validation for the renovation project and get approval to move to the Design Development phase. (Virtual meeting)
- 2. Deliverables shall be as follows:
 - a) Make updates to the project's scope and document the revisions in meeting minutes. Then incorporate all the revisions into the Construction Document phase.

Total Lump Sum – Programming Validation Phase\$ 28,813.00

C. <u>Construction Document Phase</u>

- 1. Construction Documents Develop design intent documents based on the confirmed program validation phase for job-order contracting by the County, agency review and construction contractor's implementation.
- 2. Civil engineer will coordinate and submit civil drawings that include:
 - a) General notes
 - b) Topographic survey at a minimum scale of 1"= 20'-0".
 - c) Site layout at a minimum scale of 1" = 20'-0" that includes above ground appurtenances (roads, curbs, paving and fencing).
 - d) Erosion control plans
 - e) Erosion control details
 - f) Site clearing plan and details
 - g) Site grading and drainage plan at a minimum scale of 1'' = 20'-0''.
 - h) Grading sections.
 - Site utility plan (water, fire protection systems, sanitary sewer, storm drainage systems, site gas) at a minimum scale of 1" = 20'-0"
 - j) Project-specific details
- 3. Submit architectural drawings that include:



- a) Title sheet
- b) Phasing &/or demolition plans at a minimum scale of 1/8" = 1'-0"
- c) Code analysis sheet
- d) Demolition plan(s)
- e) Floor plan(s) at a minimum scale of 1/8" = 1'-0"
- f) Finish schedule
- g) Enlarge floor plan(s) at a minimum of 1/4" = 1'-0"
- h) Interior elevation(s) at a minimum of 1/4'' = 1'-0''
- i) Floor finish plan(s)
- j) Specifications on drawings
- 4. Coordinate and submit structural engineering drawings that include:
 - a) General notes
 - b) Framing plan(s) at a minimum scale of 1/8" = 1'-0"
 - c) Structural details
- 5. Coordinate and submit mechanical drawings that include:
 - a) General notes
 - b) Mechanical plan(s) at a minimum scale of 1/8" = 1'-0" indicating equipment, fixtures, all new duct runs, new registers, and piping.
 - c) Equipment and fixture schedules
 - d) Piping diagrams
 - e) Control diagrams
- 6. Coordinate and submit electrical drawings that include:
 - a) General notes
 - b) Electrical plan(s) at a minimum scale of 1/8" = 1'-0" indicating equipment, power devices, life/safety devices, and lighting fixtures.
 - c) Single line diagram



- d) Panel schedule(s)
- e) Project specific details
- 7. Update Cost Estimate at 95% Construction Documents.
- 8. Specifications on the drawings.
- 9. Submit 95% Construction Documents to applicable review agencies.
- 10. Agency Review
 - a) Applicable Review Agency: Board of State and Community Corrections and the County Santa Barbara Building Permits & Inspection Division. The County of Santa Barbara will handle routing and processing for County permits.
 - b) Assist with determining approximate agency fees including plan check fees and building permit fees.
 - c) Develop Final Construction Documents in response to agency review comments for approval and permitting (back check and approval).
 - d) Respond in writing to agency review comments.
 - e) Develop and submit plan review and permit forms.
 - f) The COUNTY will pay for all plan check and permit fees.
- 11. Meetings Consultant shall conduct four (4) 1-hour Construction Document Phase meetings, as follows:
 - a) Phase Kick-Off Meeting (1) (Virtual meeting)
 - 1) Attendees: County Project Manager, Senior Project Manager, Project Architect, Structural Engineer, Mechanical Engineer, Electrical Engineer, Low-Voltage
 - b) Coordination Meeting (2) (Virtual meetings)
 - 1) Attendees: County Project Manager, Project Manager, Project Architect, Structural Engineer, Mechanical Engineer, Electrical Engineer, Low-Voltage
 - c) Progress Meetings (1) (Virtual meeting)
 - 1) Attendees: County Project Manager, Project Manager, Project Architect



- d) Consultant shall submit Construction Documents to BSCC and local County Jurisdiction.
- e) Consultant shall attend required meetings with County staff and other participants as County shall designate and shall include meetings scheduled to review budget and schedule. And shall also include meetings with the community, representatives of the County, interested parties, governmental entities, as necessary, and provide information and diagrams to fully describe the project.

Total Lump Sum – Construction Document Phase\$81,040.00

D. <u>Construction Support Phase</u>

- 1. Attend pre-construction conferences for the project, as requested.
- 2. The Scheduled construction direction will serve as the basis of construction support services. Services longer than the approved construction schedule will require an additional service.
- Progress Meetings The architect will attend virtual progress. (Virtual meetings)
- Request for Information/Clarification (RFI) and Architectural Supplemental Instructions (ASI) – Provide clarifications to the construction documents. Maintain a log of all RFI, bulletins and supplemental instructions.
- 5. Substitutions Review a maximum of one (1) substitution. Substitution requests beyond one will constitute an additional service.
- 6. Construction Submittals The architect and engineers will review the submittals for compliance to the design intent. Submittals shall include the entire specification submittal requirements. Submittals will not be accepted that are incomplete. After two re-submittals of the same submittal, any further review will be an additional service.
- Agency Post Approval Documents (Addenda, Instruction Bulletins, Change Orders) – Prepare and submit agency post-approval documents to the agency office or agency field review staff.

Total Lump Sum - Construction Support Phase \$44,560.00

IRC ADA PROJECT



The ADA project improves the accessibility in the IRC for detainees and the public. The improvements include accessible cells and showers in each of the four housing pods, the path of travel for professional visiting, and the creation of an accessible non-contact visiting booth for visitors and detainees.

E. <u>Programming Validation Phase</u>

- 1. Programming Initiation Meeting:
 - a) Consultant and the other consultants will conduct meetings to confirm the scope of the renovation project. Consultant will also work with the County to define the phasing of the project based on the priority of the work and the budget allocated for the project. An agenda and a list of suggested attendees will be provided in advance.
 - b) A total of one (1) 2-hour meeting between the Consultant and the County and other stakeholders will be provided for in this phase. (Virtual meeting)
 - c) A total of (1) one site visit by Consultant and the consultant team will be conducted to verify existing conditions for program validation. (Virtual meeting)
 - d) A total of one (1) Agency meeting with the local Building Official and Local Fire Marshal to review the scope of the renovation project and get high-level approval on scope. (Virtual meeting)
 - e) A total of one (1) meeting to review the programming validation for the renovation project and get approval to move to the Design Development phase. (Virtual meeting)
- 2. Deliverables shall be as follows:
 - a) Make updates to the project's scope and document the revisions in meeting minutes. Then incorporate all the revisions into the Construction Document phase.

Total Lump Sum – Programming Validation Phase\$ 45,890.00

- F. <u>Design Development Phase</u>
 - 1. Develop design intent documents based on the confirmed program validation phase for job-order contracting by the County, agency review and contractor's construction implementation.
 - 2. Civil engineer will coordinate and submit civil drawings that include:



- a) General notes
- b) Topographic survey at a minimum scale of 1" = 20'-0".
- c) Site layout at a minimum scale of 1" = 20'-0" that includes aboveground appurtenances (roads, curbs, paving, and fencing).
- d) Erosion control plans
- e) Erosion control details
- f) Site clearing plan and details
- g) Site grading and drainage plan at a minimum scale of 1" = 20'-0".
- h) Grading sections.
- i) Site utility plan (water, fire protection systems, sanitary sewer, storm drainage systems, site gas) at a minimum scale of 1" = 20'-0"
- j) Project-specific details
- 3. Submit architectural drawings that include:
 - a) Title sheet
 - b) Code analysis sheet
 - c) Demolition plan(s)
 - d) Floor plan(s) at a minimum scale of 1/8" = 1'-0"
 - e) Reflected ceiling plan(s) at a minimum scale of 1/8" = 1'-0"
 - f) Enlarge floor plan(s) at a minimum of 1/4'' = 1'-0''
 - g) Interior elevation(s) at a minimum of 1/4'' = 1'-0''
- 4. Coordinate and submit structural engineering drawings that include:
 - a) General notes
 - b) Foundation plan(s) at a minimum scale of 1/8" = 1'-0"
 - c) Framing plan(s) at a minimum scale of 1/8" = 1'-0"
- 5. Coordinate and submit mechanical drawings that include:
 - a) General notes



- b) Mechanical plan(s) at a minimum scale of 1/8" = 1'-0" indicating equipment, fixtures, all new duct runs, new registers, and piping.
- 6. Coordinate and submit electrical drawings that include:
 - a) General notes
 - b) Electrical plan(s) at a minimum scale of 1/8" = 1'-0" indicating equipment, power devices, life/safety devices, and lighting fixtures.
- 7. Security will coordinate and submit security drawings that includes:
 - a) General notes
 - b) Plan(s) at a minimum scale of 1/8" = 1'-0" indicating security devices (cameras, controls, etc.).
 - c) Single line diagram
 - d) Project specific details
 - e) Enlarged room layout
 - f) Security electronics block diagrams
- 8. Update Cost Estimate at 95% Design Development Documents.
- 9. Meetings Consultant shall conduct **three (3)** 2-hour Design Development Phase meetings, as follows:
 - a) Phase Kick-Off Meeting (1) (Virtual meeting)
 - 1) Attendees: County Project Manager, Project Manager, Project Architect, Structural Engineer, Mechanical Engineer, Electrical Engineer, Low-Voltage, Security Electronics Consultant
 - b) Coordination Meeting (2) (Virtual meetings)
 - 1) Attendees: County Project Manager, Senior Project Manager, Project Architect, Structural Engineer, Mechanical Engineer, Electrical Engineer, Low-Voltage, Security Electronics Consultant
 - c) Consultant shall attend required meetings with County staff and other participants as County shall designate and shall include meetings scheduled to review budget and schedule. And shall also include meetings with the community, representatives of the County, interested parties, and governmental entities, as necessary, and provide information and diagrams to describe the project fully.



Total Lump Sum – Design Development Phase \$ 59,705.00

- G. <u>Construction Document Phase</u>
 - 1. Construction Documents Develop design intent documents based on the confirmed program validation phase for job-order contracting by the County, agency review and contractor's construction implementation.
 - 2. Civil engineer will coordinate and submit civil drawings that include:
 - a) General notes
 - b) Topographic survey at a minimum scale of 1'' = 20' 0''.
 - c) Site layout at a minimum scale of 1" = 20'-0" that includes above ground appurtenances (roads, curbs, paving and fencing).
 - d) Erosion control plans
 - e) Erosion control details
 - f) Site clearing plan and details
 - g) Site grading and drainage plan at a minimum scale of 1" = 20'-0".
 - h) Grading sections.
 - Site utility plan (water, fire protection systems, sanitary sewer, storm drainage systems, site gas) at a minimum scale of 1" = 20'-0"
 - j) Project specific details
 - 3. Submit architectural drawings that include:
 - a) Title sheet
 - b) Phasing &/or demolition plans at a minimum scale of 1/8'' = 1'-0''
 - c) Code analysis sheet
 - d) Demolition plan(s)
 - e) Floor plan(s) at a minimum scale of 1/8" = 1'-0"
 - f) Reflected ceiling plan(s) at a minimum scale of 1/8" = 1'-0"
 - g) Finish schedule



- h) Enlarge floor plan(s) at a minimum of 1/4'' = 1'-0''
- i) Interior elevation(s) at a minimum of 1/4" = 1'-0"
- j) Interior details
- k) Floor finish plan(s)
- 4. Coordinate and submit structural engineering drawings that include:
 - a) General notes
 - b) Framing plan(s) at a minimum scale of 1/8" = 1'-0"
 - c) Structural details
- 5. Coordinate and submit mechanical drawings that include:
 - a) General notes
 - Mechanical plan(s) at a minimum scale of 1/8" = 1'-0" indicating equipment, fixtures, all new duct runs, new registers, and piping.
 - c) Equipment and fixture schedules
 - d) Piping diagrams
 - e) Control diagrams
- 6. Coordinate and submit electrical drawings that include:
 - a) General notes
 - b) Electrical plan(s) at a minimum scale of 1/8" = 1'-0" indicating equipment, power devices, life/safety devices, and lighting fixtures.
 - c) Single line diagram
 - d) Panel schedule(s)
 - e) Project specific details
- 7. Security will coordinate and submit security drawings that includes:
 - a) General notes
 - Plan(s) at a minimum scale of 1/8" = 1'-0" indicating security devices (cameras, controls, etc.).



- c) Single line diagram
- d) Project specific details
- e) Enlarged room layout
- f) Security electronics block diagrams
- Submit technical specification for Divisions 02 through 33, as applicable.
 Specifications will be submitted in Microsoft Word format, with track changes enabled.
- 9. Update Cost Estimate at 95% Construction Documents.
- 10. Submit 95% Construction Documents to applicable review agencies.
- 11. Agency Review
 - a) Applicable Review Agency: Board of State and Community Corrections and the County Santa Barbara Building Permits & Inspection Division. The County of Santa Barbara will handle routing and processing for County permits.
 - b) Assist with determining approximate agency fees including plan check fees and building permit fees.
 - c) Develop Final Construction Documents in response to agency review comments for approval and permitting (back check and approval).
 - d) Respond in writing to agency review comments.
 - e) Develop and submit plan review and permit forms.
 - f) The COUNTY will pay for all plan check and permit fees.
- 12. Meetings Consultant shall conduct five (5) 1-hour Construction Document Phase meetings, as follows:
 - a) Phase Kick-Off Meeting (1) (Virtual meeting)
 - Attendees: County Project Manager, Senior Project Manager, Project Architect, Structural Engineer, Mechanical Engineer, Electrical Engineer, Low-Voltage, Security Electronics Consultant
 - b) Coordination Meeting (2) (Virtual meetings)
 - 1) Attendees: County Project Manager, Project Manager, Project Architect, Structural Engineer, Mechanical Engineer, Electrical Engineer, Low-Voltage, Security Electronics Consultant.



- c) Progress Meetings (2) (Virtual meetings)
 - 1) Attendees: County Project Manager, Project Manager, Project Architect
- d) Consultant shall submit Construction Documents to BSCC and local County Jurisdiction.
- e) Consultant shall attend required meetings with County staff and other participants as County shall designate and shall include meetings scheduled to review budget and schedule. And shall also include meetings with the community, representatives of the County, interested parties, and governmental entities, as necessary, and provide information and diagrams to describe the project fully.

Total Lump Sum – Construction Document Phase \$ 98,865.00

H. <u>Construction Support Phase</u>

- 1. Attend pre-construction conferences for project, as requested.
- 2. The Scheduled construction direction will serve as the basis of construction support services. Services longer than approved construction schedule will require an additional service.
- 3. Site Visits Provide **six (6)** site visits throughout the duration of construction as requested by the County. The site visits consist of periodic field observation reviewing the construction progress for compliance to the design intent. The CONTRACTOR and engineers will issue a site visit report for each site visit.
- 4. Progress Meetings The architect will attend **virtual** progress. (Virtual meetings)
- Request for Information/Clarification (RFI) and Architectural Supplemental Instructions (ASI) – Provide clarifications to the construction documents. Maintain a log of all RFI, bulletins and supplemental instructions.
- 6. Substitutions Review a maximum of three (3) substitutions. Substitution requests beyond three will constitute an additional service.
- 7. Construction Submittals The architect and engineers will review the submittals for compliance to the design intent. Submittals shall include the entire specification submittal requirements. Submittals will not be accepted that are incomplete. After two re-submittals of the same submittal, any further review will be an additional service.



8. Agency Post Approval Documents (Addenda, Instruction Bulletins, Change Orders) – Prepare and submit agency post-approval documents to the agency office or agency field review staff.

Total Lump Sum - Construction Support Phase\$ 69,535.00

- I. <u>Closeout Phase</u>
 - 1. Consultant shall assist the County with inspections of the Project for substantial completion, Final completion and participate in the punchlist walk. Consultant's observation services in these efforts shall be limited to the conformance of the work and all approved changes.

Total Lump Sum - Closeout Phase

\$ 18,630.00

IRC INTAKE RENOVATION PROJECT

The Intake Renovation project improves the healthcare and confidentiality of the intake process. The project creates an open waiting area, interview rooms, accessible holding cells, medical assessment area, and observation cells. The project also includes updates to the booking areas.

- J. <u>Programming Validation Phase</u>
 - 1. Programming Initiation Meeting:
 - a) Consultant and the other consultants will conduct meetings to confirm the scope of the renovation project. Consultant will also work with the County to define the phasing of the project based on the priority of the work and the budget allocated for the project. An agenda will be provided in advance, together with a list of suggested attendees.
 - b) A total of three (3) 2-hour meetings between the Consultant and the County and other stakeholders will be provided for in this phase. (Virtual meetings)
 - c) A total of (1) one site visit by Consultant and the consultant team will be conducted to verify existing conditions for the purpose of program validation. (Virtual meeting)
 - A total of one (1) Agency meeting with the local Building Official and Local Fire Marshal to review the scopes of the renovation projects and get high level approval on scope. (Virtual meeting)
 - e) A total of one (1) meeting to review the programming validation for the renovation project and get approval to move to the Design Development phase. (Virtual meeting)



- 2. Deliverables shall be as follows:
 - a) Make updates to the scope of the project and document the revisions in meeting minutes. Then incorporate all the revisions into the Construction Document phase.

Total Lump Sum – Programming Validation Phase \$ 96,750.00

- K. <u>Design Development Phase</u>
 - 1. Develop design intent documents based on the confirmed program validation phase for job-order contracting by the County, agency review and contractor's construction implementation.
 - 2. Civil engineer will coordinate and submit civil drawings that include:
 - a) General notes
 - b) Topographic survey at a minimum scale of 1'' = 20' 0''.
 - c) Site layout at a minimum scale of 1" = 20'-0" that includes aboveground appurtenances (roads, curbs, paving and fencing).
 - d) Erosion control plans
 - e) Erosion control details
 - f) Site clearing plan and details
 - g) Site grading and drainage plan at a minimum scale of 1" = 20'-0".
 - h) Grading sections.
 - Site utility plan (water, fire protection systems, sanitary sewer, storm drainage systems, site gas) at a minimum scale of 1" = 20'-0"
 - j) Project specific details
 - 3. Submit architectural drawings that include:
 - a) Title sheet
 - b) Code analysis sheet
 - c) Demolition plan(s)
 - d) Floor plan(s) at a minimum scale of 1/8'' = 1'-0''



- e) Reflected ceiling plan(s) at a minimum scale of 1/8" = 1'-0"
- f) Enlarge floor plan(s) at a minimum of 1/4" = 1'-0"
- g) Interior elevation(s) at a minimum of 1/4'' = 1'-0''
- 4. Coordinate and submit structural engineering drawings that include:
 - a) General notes
 - b) Foundation plan(s) at a minimum scale of 1/8'' = 1'-0''
 - c) Framing plan(s) at a minimum scale of 1/8'' = 1'-0''
- 5. Coordinate and submit mechanical drawings that include:
 - a) General notes
 - b) Mechanical plan(s) at a minimum scale of 1/8" = 1'-0" indicating equipment, fixtures, all new duct runs, new registers, and piping.
- 6. Coordinate and submit electrical drawings that include:
 - a) General notes
 - b) Electrical plan(s) at a minimum scale of 1/8" = 1'-0" indicating equipment, power devices, life/safety devices, and lighting fixtures.
- 7. Security will coordinate and submit security drawings that includes:
 - a) General notes
 - b) Plan(s) at a minimum scale of 1/8" = 1'-0" indicating security devices (cameras, controls, etc.).
 - c) Single-line diagram
 - d) Project-specific details
 - e) Enlarged room layout
 - f) Security electronics block diagrams
- 8. Update Cost Estimate at 95% Design Development Documents.
- 9. Meetings Consultant shall conduct **four (4)** 2-hour Design Development Phase meetings, as follows:
 - a) Phase Kick-Off Meeting (1) (Virtual meeting)



- 1) Attendees: County Project Manager, Project Manager, Project Architect, Structural Engineer, Mechanical Engineer, Electrical Engineer, Low-Voltage, Security Electronics Consultant
- b) Coordination Meeting (3) (Virtual meetings)
 - 1) Attendees: County Project Manager, Senior Project Manager, Project Architect, Structural Engineer, Mechanical Engineer, Electrical Engineer, Low-Voltage, Security Electronics Consultant
- c) Consultant shall attend required meetings with County staff and other participants as County shall designate and shall include meetings scheduled to review budget and schedule. And shall also include meetings with the community, representatives of the County, interested parties, governmental entities, as necessary, and provide information and diagrams to fully describe the project.

Total Lump Sum – Design Development Phase\$ 194,615.00

L. <u>Construction Document Phase</u>

- 1. Construction Documents Develop design intent documents based on the confirmed program validation phase for job-order contracting by the County, agency review and contractor's construction implementation.
- 2. Civil engineer will coordinate and submit civil drawings that include:
 - a) General notes
 - b) Topographic survey at a minimum scale of 1'' = 20' 0''.
 - c) Site layout at a minimum scale of 1" = 20'-0" that includes aboveground appurtenances (roads, curbs, paving, and fencing).
 - d) Erosion control plans
 - e) Erosion control details
 - f) Site clearing plan and details
 - g) Site grading and drainage plan at a minimum scale of 1'' = 20'-0''.
 - h) Grading sections.
 - i) Site utility plan (water, fire protection systems, sanitary sewer, storm drainage systems, site gas) at a minimum scale of 1" = 20'-0"



- j) Project-specific details
- 3. Submit architectural drawings that include:
 - a) Title sheet
 - b) Phasing &/or demolition plans at a minimum scale of 1/8'' = 1'-0''
 - c) Code analysis sheet
 - d) Demolition plan(s)
 - e) Floor plan(s) at a minimum scale of 1/8" = 1'-0"
 - f) Reflected ceiling plan(s) at a minimum scale of 1/8" = 1'-0"
 - g) Finish schedule
 - h) Enlarge floor plan(s) at a minimum of 1/4'' = 1'-0''
 - i) Interior elevation(s) at a minimum of 1/4" = 1'-0"
 - j) Interior details
 - k) Floor finish plan(s)
 - 4. Coordinate and submit structural engineering drawings that include:
 - a) General notes
 - b) Framing plan(s) at a minimum scale of 1/8'' = 1'-0''
 - c) Structural details
 - 5. Coordinate and submit mechanical drawings that include:
 - a) General notes
 - b) Mechanical plan(s) at a minimum scale of 1/8" = 1'-0" indicating equipment, fixtures, all new duct runs, new registers, and piping.
 - c) Equipment and fixture schedules
 - d) Piping diagrams
 - e) Control diagrams
- 6. Coordinate and submit electrical drawings that include:
 - a) General notes



- b) Electrical plan(s) at a minimum scale of 1/8" = 1'-0" indicating equipment, power devices, life/safety devices, and lighting fixtures.
- c) Single line diagram
- d) Panel schedule(s)
- e) Project specific details
- 7. Security will coordinate and submit security drawings that includes:
 - a) General notes
 - b) Plan(s) at a minimum scale of 1/8" = 1'-0" indicating security devices (cameras, controls, etc.).
 - c) Single-line diagram
 - d) Project-specific details
 - e) Enlarged room layout
 - f) Security electronics block diagrams
- Submit technical specifications for Divisions 02 through 33, as applicable.
 Specifications will be submitted in Microsoft Word format, with track changes enabled.
- 9. Update Cost Estimate at 95% of Construction Documents.
- 10. Submit 95% of Construction Documents to applicable review agencies.
- 11. Agency Review
 - a) Applicable Review Agency: Board of State and Community Corrections and the County Santa Barbara Building Permits & Inspection Division. The County of Santa Barbara will handle routing and processing for County permits.
 - b) Assist with determining approximate agency fees including plan check fees and building permit fees.
 - c) Develop Final Construction Documents in response to agency review comments for approval and permitting (back check and approval).
 - d) Respond in writing to agency review comments.
 - e) Develop and submit plan review and permit forms.



- f) The COUNTY will pay for all plan check and permit fees.
- 12. Meetings Consultant shall conduct **six (6)** 1-hour Construction Document Phase meetings, as follows:
 - a) Phase Kick-Off Meeting (1) (Virtual meeting)
 - 1) Attendees: County Project Manager, Senior Project Manager, Project Architect, Structural Engineer, Mechanical Engineer, Electrical Engineer, Low-Voltage, Security Electronics Consultant
 - b) Coordination Meeting (2) (Virtual meetings)
 - 1) Attendees: County Project Manager, Project Manager, Project Architect, Structural Engineer, Mechanical Engineer, Electrical Engineer, Low-Voltage, Security Electronics Consultant.
 - c) Progress Meetings (3) (Virtual meetings)
 - 1) Attendees: County Project Manager, Project Manager, Project Architect
 - d) Consultant shall submit Construction Documents to BSCC and local County Jurisdiction.
 - e) Consultant shall attend required meetings with County staff and other participants as County shall designate and shall include meetings scheduled to review budget and schedule. And shall also include meetings with the community, representatives of the County, interested parties, governmental entities, as necessary, and provide information and diagrams to fully describe the project.

Total Lump Sum – Construction Document Phase \$296,570.00

M. <u>Construction Support Phase</u>

- 1. Attend pre-construction conferences for project, as requested.
- 2. The Scheduled construction direction will serve as the basis of construction support services. Services longer than the approved construction schedule will require an additional service.
- 3. Site Visits Provide **eight (8)** site visits throughout the duration of construction as requested by the County. The site visits consist of periodic field observations reviewing the construction progress for compliance with the design intent. The CONTRACTOR and engineers will issue a site visit report for each site visit.



- 4. Progress Meetings The architect will attend **virtual** progress. (Virtual meetings)
- Request for Information/Clarification (RFI) and Architectural Supplemental Instructions (ASI) – Provide clarifications to the construction documents. Maintain a log of all RFI, bulletins, and supplemental instructions.
- 6. Substitutions Review a maximum of six (6) substitutions. Substitution requests beyond six will constitute an additional service.
- 7. Construction Submittals The architect and engineers will review the submittals for compliance with the design intent. Submittals shall include the entire specification submittal requirements. Submittals will not be accepted that are incomplete. After two re-submittals of the same submittal, any further review will be an additional service.
- 8. Agency Post Approval Documents (Addenda, Instruction Bulletins, Change Orders) – Prepare and submit agency post-approval documents to the agency office or agency field review staff.

Total Lump Sum - Construction Support Phase\$ 143,995.00

- N. <u>Closeout Phase</u>
 - 1. Consultant shall assist the County with inspections of the Project for substantial completion, Final completion and participate in the punchlist walk. Consultant's observation services in these efforts shall be limited to the conformance of the work and all approved changes.

Total Lump Sum - Closeout Phase

\$ 27,715.00

Optional Consultant

The Medical and Mental Health Experts will only be involved in the Programming Validation and Design Development phases of the IRC Intake Renovation Project. The Experts will attend kick-off, stakeholder, review, and consultant team meetings. They will review the documents during the two phases of work. They will also advise the County on the design related to the Stipulated Judgement.

| Programming Validation Phase | \$ 36,600.00 |
|------------------------------|--------------|
| Design Development Phase | \$ 39,680.00 |
| Total Lump Sum | \$ 76,280.00 |

Optional Meeting



Consultant will attend the Board of Supervisors (BOS) meeting to answer questions related to the Yard Division project, IRC ADA project and IRC Intake Renovation project.

BOS Meeting

\$ 5,875.00

EXCLUSIONS

The following services and items are not included in this proposal and may require additional compensation if, and when such services are requested:

- 1. Schematic Design
- 2. Seismic Retrofit of existing buildings
- 3. Proposed Optional Services unless accepted by the County for inclusion in the scope of services.
- 4. Reproduction of design documentation required for bidding and construction purposes.
- 5. Any, and all fees associated with building department application and review, and/or other agency permitting requirements.
- 6. Supplemental survey services required as the project progresses through design.
- 7. Scope of work stated herein assumes that the authority having jurisdiction will not require accessible path of travel improvements to existing buildings and site that are outside of the scope of the project and new construction.
- 8. Extensive site work and site investigation to determine hidden conditions.
- 9. Unforeseen conditions, including unreported and not observable modifications or existing unknown construction deficiencies.
- 10. Potholing, construction staking and related office computation/ control work.
- 11. Parking lot circulation will remain as is and only ADA required improvements will be provided.
- 12. Field surveying on County roads.
- 13. Design of accessible path of travel on County roads.
- 14. Preparation of easement, right-of-way or land dedication documents.
- 15. Off-site utility capacity studies/area-wide (offsite) drainage studies/hydraulic and/or hydrologic analysis of the existing creek.
- 16. Design of booster pump/lift stations.
- 17. Preparation and processing of encroachment permits.
- 18. Shoring or trenching plans. Traffic control plans.
- 19. Design of post-construction storm water interceptors, vegetative swales, sand filters, etc. accepted as noted above.
- 20. Gray water design for irrigation.
- 21. Tree removal permits, mitigation plans and/or determination of associated mitigation fees.
- 22. Design of frontage improvements or off-site improvements or design required for future or additional phases of work.
- 23. Design of temporary construction utilities, lay-down yards, or phasing plans.
- 24. CEQA Documentation/processing and/or services related to wetland and endangered species.
- 25. Architectural and engineering services related to CEQA mitigation projects.
- 26. Evaluation of the buildings for seismic and wind loads beyond the Tier One report that has been provided.



- 27. Design of voice / data equipment (LAN, WAN, PBX, phones, etc).
- 28. CCTV/MATV Systems.
- 29. Inmate Video Visitation Systems.
- 30. Card Access System
- 31. Perimeter fence detection/protection system.
- 32. Personal alarm locating system (wireless).
- 33. ERRCS / Two-way radio communications system.
- 34. Installation of Security system.
- 35. Remobilization due to project delays.
- 36. Revisions of approved design and construction documents to accommodate changes when so directed by the COUNTY.
- 37. Rework required to the design and construction documents for changes in code requirements that occur during any phase of the project.
- 38. Additional time over and above the normal and customary to clarify, negotiate, or otherwise respond to unreasonable or inaccurate interpretations of the code by the code officials including circumstances where we become "catch in the middle" between code interpretations of the office reviewers and field reviewers.
- 39. Mechanical design services related to landscape architectural fountains, water features or water displays, landscape sprinklers, site drainage, site utilities, or special piping systems not specifically noted in proposal.
- 40. Mechanical design services related to hydraulic calculation of detailed pipe sizing and design of fire sprinkler system (Consultant will provide a performance specification type design for the fire sprinkler system).
- 41. Services related to potential soil or water contamination or unsuitable soils.
- 42. Preparation of as-built drawings during and after completion of construction.
- 43. Construction management services
- 44. Geotechnical observation and testing services during construction.
- 45. Hazardous materials sampling, testing and recommendation services.
- 46. Material testing and inspection services.
- 47. Physical design models.
- 48. Life cycle cost analyses, owning or operating cost studies and energy effectiveness studies.
- 49. Work involved in securing utility company rebates.
- 50. Design of building management systems.
- 51. Existing equipment inventory.
- 52. Owner Furnished Owner Installed (OFOI) Systems.
- 53. Furniture, fixtures and equipment procurement.
- 54. Geomorphology investigations, analysis and reports.
- 55. Agronomic soils testing.
- 56. Construction inspection, special inspections, and testing services.
- 57. Commissioning of building systems, services related to the development of commissioning plans and services related to support third party commissioning of the building.
- 58. LEED Submission to USGBC for certification.
- 59. Design services related to LEED / ZNE or other sustainability certification of building, studies necessary to determine feasibility of certifications and the preparation or coordination of the documentation necessary for certifications.
- 60. Preparation of maintenance or operating manuals.



- 61. Preparation of record "as-built" documents.
- 62. Additional Design / Coordination meetings and Site Visits / Meetings beyond listed.
- 63. Design services to provide alternate bid items, and descriptions of phased construction except as identified.
- 64. BIM drawings / Revit Modeling accept as describe herein.
- 65. Changes to Basis of Design if the Owners Project Requirements are changes following completion of the Schematic Design phase or significant changes in physical configuration after Design Development, significant changes in Revit project setup such as but not limited to, change in coordinates, changes in or additional phasing.
- 66. Preparation of any change orders from the General Contractor.
- 67. Prolonged construction administration: Prolonged support services for construction if initial construction time schedule is exceeded by more than 15% through no fault of the Consulting Engineer would result in a request of additional funding.
- 68. Services necessary to correct defects in, or damage to, the project caused by the GENERAL CONTRACTOR.
- 69. Architectural and engineering work caused from construction that is installed differently from the permitted drawings if work could be installed as shown and permitted.
- 70. Architectural and engineering rework resulting from other trades not coordinating or installing work different from approved coordination drawings.
- 71. Value engineering sessions or review of GENERAL CONTRACTOR proposed cost cutting recommendations.



COMPENSATION

For the above services for the Yard Division Project, the Consultant shall be paid a fixed fee of **One Hundred Fifty-Four Thousand Four Hundred Thirteen Dollars and no cents (\$154,413.00)**.

Fee Breakdown by Discipline:

| Yard Division Project | | |
|------------------------|--------------------------|---------------|
| Discipline | Firm | Fees |
| Architect | Nacht & Lewis | \$ 114,713.00 |
| Cost Estimating | Sierra West Group | \$ 2,500.00 |
| Civil Engineering | Willdan | \$ 12,000.00 |
| Structural Engineering | CYS Structural Engineers | \$ 12,400.00 |
| Mechanical Engineering | Capital Engineering | \$ 9,000.00 |
| Electrical Engineering | JMPE | \$ 3,800.00 |
| Total Fee | | \$ 154,413.00 |

For the above services for the IRC ADA Project, the Consultant shall be paid a fixed fee of **Two Hundred Ninety-Two Thousand Six Hundred Twenty-Five Dollars and no cents (\$292,625.00)**.

Fee Breakdown by Discipline:

| IRC ADA Project | | |
|------------------------|---------------------|---------------|
| Discipline | Firm | Fees |
| Architect | Nacht & Lewis | \$ 195,761.00 |
| Cost Estimating | Sierra West Group | \$ 7,500.00 |
| Civil Engineering | Willdan | \$ 42,700.00 |
| Mechanical Engineering | Capital Engineering | \$ 19,800.00 |
| Electrical Engineering | JMPE | \$ 9,600.00 |
| Security | AVS Engineers | \$ 17,264.00 |
| Total Fee | | \$ 292,625.00 |

For the above services for the IRC Intake Renovation Project, the Consultant shall be paid a fixed fee of **Seven Hundred Fifty-Nine Thousand Six Hundred Forty-Five Dollars and no cents (\$759,645.00)**.

Fee Breakdown by Discipline:

| IRC Intake Renovation Project | | |
|-------------------------------|-------------------|---------------|
| Discipline | Firm | Fees |
| Architect | Nacht & Lewis | \$ 490,195.00 |
| Cost Estimating | Sierra West Group | \$ 24,000.00 |
| Civil Engineering | Willdan | \$ 46,000.00 |



| Structural Engineering | CYS Structural Engineers | \$ 58,000.00 |
|------------------------|--------------------------|---------------|
| Mechanical Engineering | Capital Engineering | \$ 37,000.00 |
| Electrical Engineering | JMPE | \$ 20,300.00 |
| Security | AVS Engineers | \$ 35,360.00 |
| Acoustical & AV | SFMI | \$ 18,790.00 |
| Fire Protection | Collins | \$ 30,000.00 |
| Total Fee | | \$ 759,645.00 |

Optional Services (Not included in FIXED FEE)

(Optional services fees will be added to the fixed fee upon acceptance of the optional scope by the
County)Medical and Mental Health Expert (Falcon, Inc.)\$ 76,280.00
\$ 5,875.00BOS In-Person Meeting\$ 5,875.00

Expenses:

Expenses related to the project such as reproduction, plotting, postage and mileage are included in the above fees. Any reimbursable expenses required for additional services will be billed at actual cost plus an administrative charge of 10%. Mileage is at the Internal Revenue Service standard mileage rate.

Payment:

Invoices for services rendered will be submitted monthly and will be based on the percentage of work completed. Payments are due and payable 60 days from the date of consultants' invoice.

Additional Services:

Should the scope of services be modified from what has been outlined above, the resulting work shall be provided only when authorized in writing by the County and Consultant. Such services shall be billed as additional services on a time and materials basis at the hourly rates shown on the Billing Rate Schedule, or a negotiated stipulated sum.

BILLING RATE SCHEDULE

The following billing rates are subject to review and change on the anniversary date of the contract.

Nacht & Lewis

| POSITION | HOURLY RATE |
|--------------------------|-------------|
| Principal | 345.00 |
| Practice Leader | 290.00 |
| Senior Project Manager | 255.00 |
| Project Manager | 225.00 |
| Senior Project Architect | 240.00 |
| Project Architect | 210.00 |



| Senior Project Coordinator | 205.00 |
|-------------------------------|----------|
| Project Coordinator | 175.00 |
| Designer | 175.00 |
| Interior Designer | 175.00 |
| Senior Design Technician II | 160.00 |
| Senior Design Technician | 145.00 |
| Design Technology Coordinator | 145.00 |
| Design Technician | 135.00 |
| Office Manager | 140.00 |
| Graphic Designer | 135.00 |
| Marketing Coordinator | 120.00 |
| Project Administrator | 120.00 |
| Willdan Engineering | |
| Director | \$237.00 |
| Deputy Director | \$231.00 |
| Associate Engineer I | \$179.00 |
| Senior Design Manager | \$181.00 |
| Assistant Engineer III | \$161.00 |
| Assistant Engineer I | \$137.00 |
| Principal Landscape Architect | \$180.00 |
| Senior Landscape Architect | \$163.00 |
| Principal Project Manager | \$210.00 |
| Senior Survey Analyst | \$168.00 |
| Survey Crew | \$330.00 |
| CYS Structural Engineering | |
| Principal | \$250.00 |
| Senior Structural Engineer | \$235.00 |
| Project Manager | \$235.00 |
| Structural Engineer | \$220.00 |
| 0 | \$185.00 |
| Professional Engineer, P.E. | \$165.00 |
| Engineer, EIT Sr. Drafter | |
| | \$135.00 |
| Drafter | \$125.00 |
| Administrative | \$115.00 |
| AVS Engineers | |
| Principal/Project Manager | \$208.00 |
| Senior Engineer | \$193.00 |
| Systems Engineer | \$184.00 |
| Senior Designer | \$148.00 |
| Designer/Technician | \$123.00 |
| Administrative | \$95.00 |
| | |



Capital Engineering Consultants, Inc.

| Sr. Principal Principal Director Sr. Project Manager Project Manager Field Services Senior Engineer Engineer Senior Designer Designer Technician / CADD Intern Intern Project Administrator Sr. Admin. Clerical / Admin. | \$245.00 \$223.00 \$215.00 \$196.00 \$192.00 \$175.00 \$160.00 \$150.00 \$138.00 \$127.00 \$120.00 \$107.00 \$75.00 \$60.00 |
|--|--|
| Collings & Associates | |
| Principal Engineer Senior Engineer Staff Engineer CAD / Drafting Services Administration / Clerical Smith, Fause & McDonald, Inc. | \$195.00 \$155.00 \$130.00 \$95.00 \$65.00 |
| Principal Consultants/Engineers Associates/Senior Engineers Project Consultants/Engineers Consultants/Engineers Technicians/CAD/BIM Production/Administrative Assistants Sierra West Group | \$210.00 \$185.00 \$170.00 \$150.00 \$110.00 \$65.00 |
| Principal Program Manager/Investigator Principal / Chief Estimator Cost Manager / Quantity Surveyor Mechanical / Electrical Estimator Civil Engineer / Estimator Administrative | \$150.00 \$125.00 \$110.00 \$110.00 \$110.00 \$78.00 |

Falcon, Inc.

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County of Santa Barbara: General Services Capital Division

| Senior Expert (Behavioral Health) | |
|-----------------------------------|--|
| Senior Expert (Medical) | |
| Technical Expert (Planning) | |

\$325.00 \$295.00 \$295.00

END EXHIBIT A



EXHIBIT C

CONSULTANT'S COMPENSATION

1. COMPENSATION SUMMARY

| a. | Consultant's Fixed Fee for the Basic Services described in <u>Exhibit A,</u> <u>"Consultant's Scope of Work and Hourly Rates"</u> shall be: | |
|----|--|-------------|
| | Programming Services | \$794,981 |
| | Design of Main Jail Yard, IRC ADA and Intake | \$1,212,558 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | SUBTOTAL: Fixed Fee for Basic Services | \$2,007,539 |
| | | |
| | | |
| b. | Allowance for Reimbursable Expenses pursuant to Part 10.02 | \$0 |
| | | |
| | Supplemental Services Allowance for Supplemental Services (PSA Part | |
| C. | 10.03) soley to the extent authorized by the Owner in writing pursuant to a Supplemental Services (SS) Order during the Term of the PSA. | |
| 2. | MAXIMUM COMPENSATION LIMIT (MCL) (a+b+c) | \$2,007,540 |

3. PROGRESS PAYMENTS

a. For **FIXED FEE** portion, Progress Payments will be on the basis of completion of Project Milestones.

b. For **HOURLY FEE** portion, Progress Payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in Exhibit A or B to the PSA. (Consultant must include back up information for payment including a breakdown of the staff hours for particular tasks performed: task-fee breakdown)

c. Only invoices identifying personnel listed in Exhibit A or B to the PSA will be accepted by Owner for payment.

d. Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of Services performed during such billing period; completed milestones and deliverables.

END EXHIBIT C

<u>Exhibit E</u>

PROJECT SCHEDULE

I. SCHEDULE OF PROJECT ACTIVITIES – YARD DIVISION PROJECT

Please note that these dates are tentative and based on Board approval in late June. Unless noted otherwise, all meetings are Virtual (via MS Teams or Zoom).

| Date | <u>Task</u> |
|------------------------------------|--|
| July 18 th , 2023; | Start Programming Validation |
| July 25 th , 2023; | Yard Survey Work Willdan |
| July 27 th , 2022; | Agency Review meeting General Services, Building Official, and local Fire Marshal. |
| August 8 th , 2023; | Design Review meeting General Services, Sheriff staff, and County Counsel. |
| August 15 th , 2023; | Construction Document Kick-Off meeting General Services, Sheriff staff, and N&L Consultants. |
| September 5 th , 2023; | Coordination meeting #1 General Services, Sheriff staff, and N&L Consultants. |
| September 26 th , 2023; | Coordination meeting #2 General Services, Sheriff staff, and N&L Consultants. |
| October 17 th , 2023; | Progress meeting #1 General Services, Sheriff staff, and N&L Consultants. |
| November 7 th , 2023; | Initial Submittal to Jurisdictions having Authority. |

II. SCHEDULE OF PROJECT ACTIVITIES – IRC ADA AND IRC INTAKE RENOVATION PROJECTS

Please note that these dates are tentative and based on Board approval in late June. Unless noted otherwise, all meetings are Virtual (via MS Teams or Zoom).

| Date | <u>Task</u> |
|-----------------------------------|---|
| October 10 th , 2023; | IRC ADA Programming Validation meeting General Services and Sheriff staff. |
| October 12 th , 2023; | IRC Intake Renovation Programming Validation meeting #1 General Services, Sheriff staff, and Falcon. |
| October 18 th , 2023; | IRC ADA Site Visit General Services, Sheriff staff, and N&L Consultants. |
| October 19 th , 2023; | IRC Intake Renovation Site Visit General Services, Sheriff staff, and N&L Consultants. |
| October 25 th , 2023; | IRC ADA Survey Work Willdan |
| October 31 st , 2023; | IRC Intake Renovation Programming Validation meeting #2 General Services, Sheriff staff and Falcon. |
| November 1 st , 2023; | IRC Intake Renovation Survey Work Willdan |
| November 15 th , 2023; | IRC Intake Renovation Programming Validation meeting #3 General Services, Sheriff staff and Falcon. |
| November 28 th , 2023; | IRC ADA and IRC Intake Renovation Agency Review meeting General Services, Building Official and local Fire Marshal. |
| December 12 th , 2023; | IRC ADA Design Review meeting General Services, Sheriff staff, and County Counsel. |
| December 19 th , 2023; | IRC Intake Renovation Design Review meeting General Services, Sheriff staff, and County Counsel. |
| January 16 th , 2024; | Design Development (DD) IRC ADA Kick-Off meeting General Services, Sheriff staff, and N&L Consultants. |

Professional Services Agreement

| January 30 th , 2024; | Design Development (DD) IRC Intake Renovation Kick-Off meeting General Services, Sheriff staff, and N&L Consultants. |
|-----------------------------------|--|
| February 6 th , 2024; | IRC ADA DD Coordination meeting #1 General Services, Sheriff staff, and N&L Consultants. |
| February 20 th , 2024; | IRC Intake Renovation DD Coordination meeting #1 General Services, Sheriff staff, and N&L Consultants. |
| February 27 th , 2024; | IRC ADA DD Coordination meeting #2 General Services, Sheriff staff, and N&L Consultants. |
| March 12 th , 2024; | IRC Intake Renovation DD Coordination meeting #2 General Services, Sheriff staff, and N&L Consultants. |
| April 2 nd , 2024; | IRC Intake Renovation DD Coordination meeting #3 General Services, Sheriff staff, and N&L Consultants. |
| April 30 th , 2024; | Construction Documents (CD) IRC ADA Kick-Off meeting General Services, Sheriff staff, and N&L Consultants. |
| May 14 th , 2024; | Construction Documents (CD) IRC Intake Renovation Kick-Off meeting General Services, Sheriff staff, and N&L Consultants. |
| May 21 st , 2024; | IRC ADA CD Coordination meeting #1 General Services, Sheriff staff, and N&L Consultants. |
| June 4 th , 2024; | IRC Intake Renovation CD Coordination meeting #1 General Services, Sheriff staff, and N&L Consultants. |
| June 11 th , 2024; | IRC ADA CD Progress meeting #1 General Services and Sheriff staff. |
| June 25 th , 2024; | IRC Intake Renovation CD Progress meeting #1 General Services and Sheriff staff. |
| July 2 nd , 2024; | IRC ADA CD Coordination meeting #2 General Services, Sheriff staff, and N&L Consultants. |
| July 16 th , 2024; | IRC Intake Renovation CD Coordination meeting #2 General Services, Sheriff staff, and N&L Consultants. |

Professional Services Agreement

| July 23 rd , 2024; | IRC ADA CD Progress meeting #2 General Services and Sheriff staff. |
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| August 6 th , 2024; | IRC Intake Renovation CD Progress meeting #2 General Services and Sheriff staff. |
| August 13 th , 2024; | IRC ADA CD Coordination meeting #3 General Services, Sheriff staff, and N&L Consultants. |
| August 27 th , 2024; | IRC Intake Renovation CD Coordination meeting #3 General Services, Sheriff staff, and N&L Consultants. |
| September 3 rd , 2024; | IRC ADA CD Progress meeting #3 General Services and Sheriff staff. |
| September 17 th , 2024; | IRC Intake Renovation CD Progress meeting #3 General Services and Sheriff staff. |
| October 8 th , 2024; | IRC Intake Renovation CD Coordination meeting #4 General Services, Sheriff staff, and N&L Consultants. |
| October 29 th , 2024; | IRC Intake Renovation CD Progress meeting #4 General Services and Sheriff staff. |
| November 19 th , 2024; | Initial Submittal to Jurisdictions Having Authority |