



County of Santa Barbara: General Services
Capital Division

PROFESSIONAL SERVICES AGREEMENT

Between

THE COUNTY OF SANTA BARBARA

And

Nacht & Lewis Architects, Inc.

Bridging Design and Construction Administration Consulting Services

For

**North Branch Jail Expansion
2301 Black Road, Santa Maria CA**

Provide programming, surveys, conceptual design and estimating, bridging design and estimating, and construction administration services for the expansion of the Santa Barbara County North Branch Jail.

PROJECT NUMBER: 23040



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PROFESSIONAL SERVICES AGREEMENT
FOR
PROFESSIONAL BRIDGING DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

This is an agreement between THE COUNTY OF SANTA BARBARA ("Owner" or "County") and Nacht & Lewis Architects, Inc., a California corporation ("Consultant" or "Contractor").

PART 1 - RECITALS

- 1.01 WHEREAS**, this Professional Services Agreement ("PSA" or "Agreement") sets forth the terms and conditions pursuant to which Consultant, as a professional, will provide professional services to Owner in connection with Owner's **North Branch Jail Expansion Project** ("Project"); and
- 1.02 WHEREAS**, Consultant was selected by means of the County's qualifications-based selection ("QBS") process, and represents itself as a professional having the requisite qualifications, licenses and agrees to perform the Services defined below.

NOW, THEREFORE, Owner and Consultant agree as follows:

PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION

2.01 Agreement For Services

- A. This PSA sets forth the terms and conditions pursuant to which Consultant, as a professional, will provide services to the County as set forth herein ("Services").

2.02 Maximum Compensation

- A. The sum of all payments made to Consultant pursuant to this PSA shall not exceed a maximum aggregate amount of **Two Million, One Hundred Twelve Thousand, and Five Hundred dollars (\$2,112,500.00)** ("Maximum Compensation Limit" or "MCL"). If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense.

2.03 Term

- A. This PSA is effective as of first the date it is duly executed by both of the parties hereto, and shall remain in effect for a period of **4 years** thereafter, unless earlier terminated in accordance with the provisions of this Agreement ("Term").

2.04 Scope

- A. The Services and Deliverables identified in "Consultant's Scope of Work & Hourly Rates," attached hereto as Exhibit A and incorporated herein by reference ("SOW"), establish:
1. The full range of Services and Deliverables the County may authorize for projects within the scope of this PSA.
 2. The extent of the Services and Deliverables that may be authorized by the Owner's Project Manager ("OPM") within the scope of this PSA.

PART 3 - OWNER'S RESPONSIBILITIES

3.01 Owner Provided Information



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- A. If required and where available, Owner may provide any of the following for Consultant's use in connection with the Services:
 - (i) Specialized studies of existing site conditions, including the presence of hazardous materials, soil, air, water, pollution, etc.
- B. Consultant must make a written recommendation to the Owner regarding the completeness or sufficiency of any survey or specialized study provided to Consultant, or the need for any study or survey that the Consultant believes is required for the Project that is not included within Consultant's Services.

3.02 Approval & Permit Fees

- A. Owner will pay all fees required by any jurisdiction having authority over the Project for filing and checking of any item of Service prepared by Consultant, and such fees necessary to secure approvals and permits for the Project from any Governmental Agency.

PART 4 - PROJECT SCOPE OF WORK (SOW)

4.01 Changes in Scope

- A. If Owner requests a change in the requirements of the SOW that Consultant contends is material and justifies an increase in compensation, Consultant must, within fourteen (14) calendar days of the Owner's request, advise Owner in writing of such contention before proceeding with such change. If written notice is not given to Owner within such 14-day period, such change shall be deemed immaterial, and Consultant shall not be entitled to additional compensation for such change.
- B. If Owner causes a change in the Service(s) or Deliverable(s) that Consultant believes to be material, Consultant must, within fourteen (14) calendar Days of the event that caused such change, notify Owner in writing that Consultant contends Owner has caused a material change in the Service(s) or Deliverable(s). After said notification, Consultant must provide such Service or Deliverables as directed by OPM. If OPM concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant may be adjusted in accordance with Parts 10.01.A.3, and 10.03, below; provided, however, that in no event shall payments to Consultant hereunder exceed the MCL.
- C. If there is a material increase in the Service(s) or Deliverable(s) required to complete the Services, and such increase is not in any way attributable to acts or omissions of or on behalf of Consultant, including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of Consultant, OPM may request, and Consultant, pursuant to such request, shall provide, assistance in re-allocating the remaining available funds available hereunder. Such assistance must, if requested by OPM, also include a determination of any other Services necessary to complete the Project.
- D. If there is a material decrease in the Services or Deliverables required to complete the Services, Consultant If shall immediately notify OPM of such decrease, and agrees to accept a reasonable corresponding reduction in compensation hereunder.

PART 5 - CONSULTANT'S RESPONSIBILITIES, SERVICES, AND DELIVERABLES

5.01 Consultant as Independent Contractor

- A. Consultant is performing all Services as an independent contractor, and not as an agent or employee of County.

5.02 No Assignment; Consultant's Use of Subconsultants



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- A. The expertise and experience of Consultant are material considerations for County's execution of this Agreement. Consultant shall not assign, delegate, or transfer, directly or indirectly, whether by operation of law or otherwise, this PSA or any of Consultant's rights or obligations hereunder, without the prior written consent of County in each instance, and any attempt to so assign, delegate, or transfer this Agreement, or any rights, duties or obligations arising hereunder, shall be void and of no effect. Notwithstanding the foregoing, Consultant may use the subconsultants set forth in Exhibit B, attached hereto and incorporated herein by reference ("Subconsultants"), in performing the Services under this Agreement. Consultant shall be responsible for directing the work of authorized Subconsultants, and for all compensation and benefits due to Subconsultants, if any. County assumes no responsibility whatsoever concerning such compensation or benefits. Consultant shall not add any subconsultant(s) to those identified in Exhibit B without the prior written approval of the OPM in each instance.

5.03 Consultant's General Responsibilities

The following General Responsibilities shall apply to all Services under this Agreement.

- A. Standard of Care
1. Consultant shall perform all Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's profession and area of specialty in the State of California.
 2. At all times during the Term, Consultant shall perform all Services in compliance with all applicable federal, state, and local codes, statutes, laws, regulations and ordinances ("Applicable Laws").
 3. Consultant shall use its professional judgment and expertise to verify interpretations of Applicable Laws from the appropriate Government Agency(ies) and authorities having jurisdiction over the Project. Such efforts shall be undertaken in accordance with the acceptable standard of care for this type of Project.
- B. Funding by Governmental Agencies
1. If applicable to this PSA, when a Project is to be constructed, wholly or in part, with funds from Federal, State, or other outside funding sources, Consultant shall comply with all requirements of such Federal, State, or outside funding sources, including, but not limited to, requirements set forth in the Construction Documents.
- C. HCAI (formally known as OSHPD) Jurisdiction
1. If applicable to this PSA, when a Project is within the jurisdiction of the State of California, Department of Health Access and Information ("HCAI" formally known as OSHPD), Consultant's Instruments of Service must meet all HCAI requirements.
- D. Sequence of Consultant's Services
1. Consultant's Services shall proceed sequentially as described in the SOW unless otherwise agreed or directed by the Owner in writing duly executed by OPM.
 2. The Milestone Schedule for completion of the Consultant's Services is set forth in the SOW.
- E. Submittal of Deliverables
1. Each submittal of a Deliverable by Consultant to Owner hereunder shall include a declaration statement, signed by a duly authorized officer of Consultant, that Consultant coordinated the work of Consultant and its Subconsultants, that such Deliverable is accurate and complete, and that all of Owner's prior review comments have been incorporated therein.
 2. Consultant shall furnish to Owner, in form and format suitable for reproduction, original reproducible files and other Instruments of Service, and computer flash drives containing



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each submittal in the following electronic formats: Microsoft PC compatible operating system, AutoCAD 2004 or newer, Microsoft Office 2003 or newer.

F. Printing & Reproduction

1. Consultant shall pay for all printing and reproduction cost incurred in the performance of the Services.
2. Owner will print coordination check documents to be used by the Owner beyond the number of copies identified in the SOW at Owner's expense.
3. If applicable to this PSA, Owner will print Bid Documents for distribution to Bidders at Owner's expense.

G. Meetings

1. Required meetings are as specifically identified in the SOW.
2. Unless otherwise requested by the OPM, Consultant shall prepare agendas for and take minutes of all meetings conducted/attended by Consultant. This includes meetings that are chaired by the OPM.
3. The Consultant's fee for attendance at and preparation of minutes for all meetings specifically identified in the SOW will be considered included in the overall fee identified for this PSA.

H. Consultant's Staff and Subconsultants

1. Consultant's staff and Subconsultants are identified in Exhibit B, and are subject to the requirements set forth therein.
2. Changes to Consultant's staff and Subconsultants are subject to Owner's prior written approval as an amendment to the PSA duly executed by the OPM.

5.04 Basic Services & Deliverables: See Exhibit A

PART 6 - CONSULTANT'S SCHEDULE

6.01 Schedule

- A. Consultant shall schedule and promptly perform all Services and Deliverables in coordination with the County.
- B. Consultant shall perform all Services and Deliverables within the time and project schedule set forth in this Agreement. Time is of the essence in this Agreement.
- C. Consultant shall provide and maintain Project staffing levels as necessary to perform the Services within the time provided in the project schedule set forth in this Agreement.

PART 7 - INDEMNIFICATION & INSURANCE

7.01 Exhibit D Indemnification and Insurance Requirements

- A. Consultant shall comply with all indemnification and insurance requirements set forth in Exhibit D, attached hereto and incorporated herein by reference.

PART 8 - REPRESENTATION BY COUNSEL

- A. Both parties to this PSA were represented by counsel in the negotiation and execution of this PSA.



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- B. The parties hereto are aware of the provisions set forth in California Civil Code §1717 and intend this paragraph of the PSA to meet said statutory requirements so that the reference to attorneys' fees in Part 7, "Indemnification & Insurance" applies only in the indemnification context in Part 7, "Indemnification & Insurance."

PART 9 - HAZARDOUS MATERIALS

9.01 Responsibility for Hazardous Materials

- A. Owner acknowledges that Consultant has no special knowledge or expertise regarding asbestos or other hazardous materials.
- B. Unless otherwise provided in this PSA, or unless Owner has provided documented information to Consultant regarding the presence or potential presence of such hazardous materials Consultant and its Subconsultants have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substance.

PART 10 - COMPENSATION & PAYMENT

10.01 Compensation

- A. Payments will be made as set forth herein
1. Maximum Compensation Limit
 - a. The Maximum Compensation Limit ("MCL") includes the maximum aggregate amount of compensation payable to Consultant hereunder. Total payment by Owner to Consultant shall not exceed the MCL specified in Exhibit C, attached hereto and incorporated herein by reference. Consultant is fully responsible for the provision of all Services and Deliverables, compensation for which shall not exceed the MCL.
 2. Consultant's Hourly Rate Schedule
 - a. Consultant's Hourly Rate Schedule is set forth in the SOW.
 - b. Non-Fixed fee Services provided by Subconsultants are subject to the Director's prior written approval, and shall be set forth in an Amendment to this PSA.
 3. Changes
 - a. During the Term of this PSA, the Owner may authorize changes to this PSA, other than by amending this PSA in accordance with Part 15.B., below, only in accordance with Part 4.01, above, and Part 10.03, below, and only to the extent authorized by the Board of Supervisors in approving this PSA.
 4. Prevailing Wages
 - a. Certain Services to be performed under this contract may be considered "public works" subject to prevailing wage, apprenticeship and other labor requirements of Labor Code division 2, part 7, chapter 1, section 1720 et seq. Such public works may include work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. Consultant is solely responsible for determining whether the Services, or any portion thereof, is subject to said requirements, and for complying with all such requirements that apply. All such public works projects are subject to compliance monitoring by the California Department of Industrial Relations (DIR). County has



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obtained from the DIR general prevailing wage determinations for the locality in which the Work is to be performed that are on file with County's Public Works Agency and are available upon request. Consultant is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4(a)(2). Consultant acknowledges that it is aware of state and federal prevailing wage and related requirements and shall comply with these requirements to the extent applicable to the Services, including, without limitation, Labor Code sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner) Consultant has included (and shall include) consideration for this obligation in calculating compensation and cost estimates under this PSA.

5. Errors and Omissions

- a. Consultant must correct all errors and omissions attributable to acts and/or omissions of and/or on behalf of Consultant and/or Subconsultants without cost to Owner.
- b. Owner has the right to pursue claims for any errors and omissions of or on behalf of Consultant and/or Subconsultant(s).

10.02 Reimbursable Expenses

- A. When travel is authorized as a reimbursable expense, Consultant agrees to comply with the Santa Barbara County and Federal travel policies and guidelines, where applicable, for all travel, lodging and meal reimbursements arising from the performance of this Agreement. Detailed travel policy requirements and limitations can be found in the Capital Projects Division.
- B. All reimbursable expenses, including travel, mileage, copying, printing, etc. should be included in the MCL and not billed separately.

10.03 Supplemental Services & Deliverables

- A. To the extent that County has established a Supplemental Services Allowance ("SSA") for the performance of services not included within the Services and Deliverables, such SSA is set forth in Exhibit C. Consultant shall only commence work other than as set forth in the SOW pursuant to a Supplemental Services Order duly executed by the County's Director of General Services ("Director"), or his Capital Division Chief designee ("Change Order"), and only to the extent expressly authorized by the County Board of Supervisors in approving this PSA.

10.04 Payment

- A. Payment Requests
 1. Owner will endeavor to make payments within thirty (30) Days after the OPM's approval of the Consultant's correct Payment Request.
- B. Invoices
 1. Consultant may submit a Payment Request not more than once each month.
- C. Progress Payments
 1. Owner may, in its discretion, adjust any progress payment so that it corresponds with the percentage of completion as reasonably determined by Owner.

10.05 Release of All Claims

- A. Prior to final payment hereunder, Consultant must execute and deliver to Owner a release of all claims arising from this Agreement, other than such claims, if any, as may be specifically excepted from the release for the reasons and in the amounts stated in the release.



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10.06 Timely Billings

- A. Consultant agrees to bill Owner on a timely basis and not later than ninety (90) Days after:
 - 1. Services are performed; or
 - 2. Billings are otherwise due pursuant to the terms of the PSA.
- B. Owner has no liability for payment of, and has sole discretion to pay or decline payment of, any billings submitted after the expiration of such ninety (90) Day period.

10.07 Consultant's Accounting Records

- A. Accounting System & Records Retention
 - 1. Consultant must maintain an accounting system in accordance with current standards of accounting and financial reporting for the purpose of supporting payments for Services authorized under this PSA. Consultant must retain such records for three (3) years after expiration or termination of this PSA, or until all claims, if any, have been disposed of, whichever period is longer.
- B. Owner's Auditing Rights
 - 1. Upon service of a written Notice to Consultant, Owner, and persons authorized by Owner, have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices relating to the performance or administration of this PSA, or affecting any changes or modifications to this PSA.
- C. Applicability to Subcontracts
 - 1. Consultant must incorporate the above-stated accounting and audit requirements into all subcontracts, including, but not limited to, contracts with Subconsultants, exceeding Ten Thousand Dollars (\$10,000) in value in connection with this PSA, including any modification(s) thereof.

PART 11 - TERM & TERMINATION

11.01 Owner's Rights

- A. Termination for Convenience
 - 1. The Director may, by written notice to Consultant, terminate all or part of this PSA at any time for Owner's convenience. Upon receipt of such notice, Consultant must immediately cease all work hereunder as specified in the notice.
 - 2. If this PSA is so terminated, Consultant will be compensated as set forth below.
- B. Termination for Breach
 - 1. If Consultant violates any of the covenants or agreements of this PSA, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this PSA, and does not cure such failure or violation within thirty (30) days, or such shorter period as the Owner may determine is necessary and appropriate, after receipt of written notice from the County's OPM specifying such failure or violation, whether subject to cure, and, if subject to cure, the time and manner of cure, Owner may terminate this PSA in accordance with Part 11.01.A.1, above.
 - 2. Owner will provide Consultant with written notice as to the effective date of termination, and Consultant is not entitled to compensation for Services or expenses beyond the specified termination date.



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3. If, after notice of termination for breach of this PSA, it is determined that Consultant did not breach this PSA, the termination will be deemed to have been made for Owner's convenience, and Consultant will receive payment due to Consultant for Services performed prior to such termination for convenience in accordance with Section 11.02, below.

C. Suspension for Convenience

1. OPM may, without cause, order Consultant in writing to suspend, delay, or interrupt the Services under this PSA in whole or in part for up to 90 days. COUNTY shall incur no liability for suspension under this provision, and such suspension shall not constitute a breach in this Agreement.

D. The rights and remedies provided herein to Owner are in addition to any other rights and remedies provided by law in this PSA.

11.02 Consultant's Compensation Upon Termination

A. In the event of Owner's termination of this PSA, Consultant will receive compensation as follows:

1. For fully performed and accepted items of Service, and authorized Reimbursable Expenses pursuant to this PSA, compensation will be in the amount specified in the PSA for that item of Service or expense.

2. For items of Service on which Owner has issued an Authorization to Proceed but which have not been fully completed and accepted, Consultant will be compensated for its Services accepted by Owner in an amount which bears the same ratio to the total fee otherwise payable for the performance of that Service as the Services performed bear to the total Services necessary for the full performance of that Service.

B. In no event will the total compensation paid for any item of Service exceed the value specified in this PSA for such item of Service.

11.03 Delivery of Documents

A. Upon any termination of this PSA, Consultant shall furnish Owner all documents and Instruments of Service prepared pursuant to this PSA, whether complete or incomplete. Consultant may retain a copy for its records if so provided by Owner in such notice of termination.

PART 12 - DISPUTE RESOLUTION

12.01 Consultant's Questions & Concerns

A. Questions regarding the terms, conditions and Services of this PSA will be decided by the County's Director of General Services, who will furnish the decisions to Consultant in writing within thirty (30) Days after receiving a written request from Consultant.

12.02 Dispute Resolution During Construction

A. Alternate Dispute Resolution (ADR)

1. Owner intends, but shall not be required, to use ADR techniques including Partnering and Mediation during Design.

B. Consultant and its Subconsultants shall participate in all ADR efforts as directed by Owner.

C. In the event that Owner elects to utilize such ADR, the cost of such Partnering training facilities and facilitator will be borne equally by the parties hereto.

12.03 Negotiations Before and During Mediation



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- A. Negotiations to resolve disputes before and during Mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by Owner and Consultant.

12.04 Mediation

A. Voluntary Mediation

- 1. In the event a dispute or issue is not resolved by negotiation, Owner and Consultant may mutually agree to attempt to resolve the matter by Mediation.
- 2. Said Mediation is voluntary, non-binding, and intended to provide an opportunity for the parties hereto to evaluate each other's cases and arrive at a mutually agreeable solution.
- 3. These provisions relating to voluntary Mediation shall not be construed or interpreted as mandatory arbitration.

B. Initiation of Mediation

- 1. Any party hereto may initiate Mediation by notifying the other party hereto in writing.

C. Request for Mediation

- 1. A Request for Mediation must contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the Mediation.
- 2. Within ten (10) days of a Party's receipt of a Request for Mediation, the Party in receipt of such Request for Mediation shall provide to the requesting Party a written response indicating whether the receiving Party is willing to participate in voluntary, non-binding mediation with respect to such dispute or claim.

D. Selection of Mediator

- 1. Within fourteen (14) days of a Party's written response to a Request for Mediation indicating that such Party is willing to participate in meditation with respect to the dispute or claim at issue, the Parties hereto will confer to select an appropriate mediator agreeable to all Parties.
- 2. If the Parties hereto cannot agree on a mediator, they may accept a mediator appointed by a recognized association such as the American Arbitration Association.

E. Qualifications of a Mediator:

- 1. Any mediator selected hereunder ("Mediator") must have expertise in the area of the dispute and be knowledgeable in the Mediation process.
- 2. No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation.
- 3. Before accepting an appointment, the prospective Mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the Parties will confer and decide whether to select another Mediator.

F. Vacancies

- 1. If any Mediator becomes unwilling or unable to serve, another Mediator will be selected unless the Parties agree otherwise.

G. Representation

- 1. Any Party may be represented in the Mediation by person(s) of their choice who must have full authority to negotiate.
- 2. The names and addresses of such representative(s) must be communicated in writing to all Parties and to the Mediator.



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H. Time and Place of Mediation

1. The Mediator will set the time of each Mediation session.
2. The Mediation will be held at a convenient location agreeable to the Mediator and the Parties, as determined by the Mediator.
3. All reasonable efforts will be made by the parties hereto and the Mediator to schedule the first session within sixty (60) Days after selection of the Mediator.

I. Identification of Matters in Dispute

1. Unless a longer period of time is required by the Mediator, at least ten (10) days before the first scheduled Mediation session, each Party must provide the Mediator a brief memorandum setting forth such Party's position with regard to the issues identified in the Request for Mediation, and any other pertinent issues that such Party believes need to be resolved. At the discretion of the Mediator, or otherwise agreed by the Parties, the Parties hereto may mutually exchange such memoranda.
2. At the first Mediation session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The Mediator may require each Party to supplement such information.

J. Authority of Mediator

1. The Mediator does not have authority to impose a settlement on the Parties, but will attempt to assist the parties hereto in reaching a satisfactory resolution of their dispute.
2. The Mediator is authorized to conduct joint and separate meetings with the Parties, and to make oral and written recommendations for settlement.
3. Whenever necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the Parties agree in writing in advance to such outside expert advice, to assume the expenses of obtaining such expert advice, and whether the arrangements for obtaining such expert advice will be made by the Mediator or one or more of the Parties.
4. The Mediator is authorized to end the Mediation whenever, in the Mediator's judgment, further Mediation efforts would not contribute to a resolution of the dispute between the Parties.

K. Privacy

1. Mediation sessions are private.
2. The Parties and their representatives may attend Mediation sessions.
3. Other persons may attend Mediation sessions only with the prior written consent of each of the Parties, and with the consent of the Mediator.

L. Confidentiality

1. The Mediator will not divulge confidential information disclosed to a Mediator by the Parties or by witnesses in the course of the Mediation.
2. All records, reports, or other documents received by a Mediator while serving as Mediator, are confidential.
3. The Mediator must not be compelled to divulge such records or to testify in regard to the Mediation in any adversary proceeding or judicial forum.
4. The Parties shall maintain the confidentiality of the Mediation and shall not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:



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- a. Views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute;
- b. Statements made by the other Party in the course of the Mediation proceedings;
- c. Proposals made or views expressed by the Mediator;
- d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

M. No Stenographic Record

1. There shall be no stenographic record of the Mediation.

N. Termination of Mediation

1. The Mediation shall be terminated:
 - a. By the execution of a Settlement Agreement by the Parties with respect to the issues subject to the Mediation;
 - b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or
 - c. By a written declaration of one or more of the Parties to the effect that the Mediation proceedings are terminated.

O. Exclusion of Liability

1. No Mediator shall be a necessary party in judicial proceedings related to the Mediation.

P. Interpretation and Application of These Mediation Provisions

1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.

Q. Expenses

1. The expenses of witnesses for each Party must be paid by the Party producing such witnesses.
2. All other expenses of the Mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness called by the Mediator, and the cost of any proofs or expert advice produced at the direct request of the Mediator, will be apportioned equally between the Parties, or otherwise, as the Mediator finds appropriate, or as may otherwise be agreed by the Parties, provided, however, that a Party shall not be responsible for any such Mediation expense to which such Party did not consent in advance in writing.

12.05 Compensation for Participation in Mediation

- A. Consultant is not entitled to compensation for time spent in or for negotiations or Mediation to resolve questions or disputes between Consultant and Owner arising out of this PSA.

PART 13 - MISCELLANEOUS PROVISIONS

13.01 Capitalization and Formatting

- A. Terms capitalized in this PSA include those that are:
 1. Specifically defined; or
 2. Titles of Parts or paragraphs; or
 3. Titles of reports or Deliverables; or
 4. Titles of other documents.



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- B. Unless otherwise indicated, highlighted, **emboldened**, *italicized*, or underlined text is not indented to imply special significance but serves merely as an aid to the reader to distinguish or quickly reference selected text.
- C. Text shown with Strike Through font is meant to, and does, exclude such text from the PSA. It is shown as such merely for the convenience of the Owner.
- D. The captions of the Parts and paragraphs are for convenience only and will not be deemed relevant in resolving any question of interpretation or construction of any such Part or paragraph.

13.02 Force Majeure

- A. Neither party hereto shall be liable to the other Party hereto for damages or delay in performance caused by events beyond the control of such Party or such Party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, provided that (i) such events are not in any way attributable to any act or omission of such Party or any of such Party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, and (ii) the Party claiming such delay promptly provides written notice to the other Party specifying the cause and a good faith estimate of the duration of such delay ("Force Majeure Notice"), and (iii) such Party cures such delay and resumes performance hereunder as soon as practicable under the circumstances. Except for those commitments identified in the Force Majeure Notice, the affected Party shall not be relieved of its responsibility to fully perform as to all other obligations of such Party under this Agreement. Notwithstanding the foregoing, if such Force Majeure event continues for a period of more than 90 days from the date of such Force Majeure Notice, the County shall be entitled, in its sole discretion, to terminate this Agreement.

13.03 Waiver

- A. In the event any provision of this PSA is held to be invalid and unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and binding on the Parties.
- B. One or more waivers by either Party of any provision, term, condition or covenant shall not constitute a waiver of any subsequent breach.

13.04 Timely Approvals

- A. Whenever the approval of Owner or Consultant is required pursuant to this PSA, such approval shall not be unreasonably withheld or delayed.

13.05 Ownership & Use of Instruments of Service

- A. Owner shall be the owner of the following items in connection with this Agreement upon creation, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Consultant shall not release any of such items to any other person except after prior written approval of Owner.
- B. Unless otherwise specified herein, Consultant hereby assigns to Owner all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Consultant pursuant to this PSA (collectively referred to as "Copyrightable Work and Inventions"). Owner shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Consultant agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Consultant warrants that



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Capital Division

any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Consultant at its own expense shall defend, indemnify, and hold harmless Owner against any claim that any Copyrightable Works and Inventions or other items provided by Consultant hereunder infringe upon intellectual or other proprietary rights of a third party, and Consultant shall pay all damages, costs, settlement amounts, and fees that may be incurred by Owner in connection with any such claims.

- C. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this PSA.
- D. Consultant is not entitled to any fees for Owner's use of Instruments of Service unless Owner enters into an agreement with Consultant for Services in connection therewith.
- E.

13.06 Reliance

- A. Unless otherwise indicated, Consultant may rely on the accuracy and technical quality of documents provided by Owner or the Owner's authorized consultants.

13.07 Taxes

- A. Consultant shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this PSA and shall make any and all payroll deductions required by law. Owner shall not be responsible for paying any taxes on Consultant's behalf, and should Owner be required to do so by state, federal, or local taxing agencies, Consultant agrees to promptly reimburse Owner for the full value of such paid taxes plus interest and penalty, if any. Such taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

13.08 Conflicts of Interest

- A. Consultant covenants that Consultant presently has no employment or interest, and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this PSA. Consultant further covenants that in the performance of this PSA, no person having any such interest shall be employed or otherwise engaged by Consultant or any Subconsultant. Consultant must promptly disclose to Owner, in writing, any potential conflict of interest. Owner retains the right to waive a conflict of interest disclosed by Consultant if Owner determines it to be immaterial, and such waiver is only effective if provided by Owner to Consultant in writing.

13.09 No Publicity or Endorsement

- A. Consultant shall not use Owner's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Consultant shall not use Owner's name or logo in any manner that would give the appearance that the Owner is endorsing Consultant. Consultant shall not in any way contract on behalf of or in the name of Owner. Consultant shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Owner or its projects, without obtaining the prior written approval of Owner.

13.10 Non-Discrimination

- A. Owner hereby notifies Consultant that Owner's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this PSA and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Consultant agrees to comply with said ordinance.

13.11 Execution in Counterparts



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- A. This PSA may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

13.12 Governing Law

- A. This PSA shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

PART 14 - NOTICES

- A. All notices will be deemed to have been given when made in writing and delivered or mailed to the representatives of Owner and Consultant at their respective addresses as shown in Exhibit E ("Notices"), attached hereto and incorporated herein by reference.

PART 15 - LIMITS OF AGREEMENT

- A. This PSA, including all Exhibits and attachments hereto, together with the Request for Qualifications/Proposal ("RFQ/P") pursuant to which this Agreement was procured and which is hereby incorporated herein by reference, and Consultant's Proposal submitted to County in response to same ("Proposal"), constitutes the entire and integrated agreement between Owner and Consultant with respect to the subject matter hereof, and supersede all prior and contemporaneous negotiations, representations, or agreements, whether written or oral.
- B. This PSA may be amended only by written agreement signed by Owner and Consultant, except as otherwise expressly authorized herein.
- C. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this PSA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- D. No remedy herein conferred upon or reserved to Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

PART 16 - ORDER OF PRECEDENCE

- A. In the event of conflict or inconsistency between the provisions contained in Parts 1 through 18 of this Agreement and the provisions contained in the Exhibits, the provisions contained in Parts 1 through 18 of this Agreement shall control and prevail over those in the Exhibits, other than Exhibits D, which shall control and prevail. Consultant agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflicting language between Consultant's Proposal (attached hereto as part of Exhibit A), on the one hand, and any other provision(s) of this Agreement, on the other, the provisions of this Agreement (including the RFQ/P, incorporated herein by reference) other than Consultant's Proposal shall take precedence and control and prevail.

PART 17 - EXHIBITS

- A. The following listed Exhibits referred to herein are incorporated in this PSA as though set forth in full. In the event of conflict between provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions in the numbered sections shall prevail over the provisions.



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1. Exhibit A, "Consultant's Scope of Work & Hourly Rates" and Consultant's Proposal
2. Exhibit B, "Consultant's Staff & Subconsultants"
3. Exhibit C, "Consultant's Compensation"
4. Exhibit D, "Indemnification And Insurance Requirements"
5. Exhibit E, "Notices"
6. Attachments

[Signatures appear on the following page.]




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

County of Santa Barbara

By: 
**STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS**

ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD


By: 
Deputy

CONSULTANT:
Nacht & Lewis Architects, Inc.
600 Q Street, Suite 100
Sacramento, CA 95811


By: 
Authorized Representative

Name: Eric Fadness
Title: Principal
Address: 600 Q Street, Suite 100
City/State/Zip: Sacramento, CA 95811

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:

8F4645822C84456
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

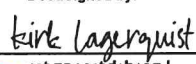
DocuSigned by:

A99ED5BD71D04FB...
Deputy

APPROVED AS TO FORM:
GREGORY MILLIGAN
RISK MANAGER

DocuSigned by:

05F555F0026R466
Risk Manager

RECOMMENDED FOR APPROVAL:
KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

DocuSigned by:
 6/14/2024 | 12:50 PM PDT
Department Head

END OF AGREEMENT



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EXHIBIT A

SCOPE OF WORK; HOURLY RATES

Consultant shall perform all of the following services set forth in this Scope of Work ("Basic Services") in exchange for the Fixed Fee for Basic Services set forth in Section 1.a of Exhibit C, below, which shall include all overhead, administrative costs, and profit. The following hourly rates, which include all overhead, administrative costs, and profit, shall apply to Supplemental Services. No rate increases shall be effective unless approved via an amendment to this PSA duly executed by Consultant and the County Board of Supervisors.

CONSULTANT FIRM NAME: **Nacht & Lewis Architects, Inc.**

SCOPE OF WORK: **SEE ATTACHMENT 1**

END EXHIBIT A



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EXHIBIT B

CONSULTANT'S STAFF & SUBCONSULTANTS

- A. Consultant declares that the Principal-in-Charge on behalf of Consultant shall be **Eric Fadness**. Consultant declares that Consultant's Project Manager shall be **Roger Davis**.
- B. Consultant will only employ Subconsultants identified in the Consultant's Proposal submitted in response to the County's RFQ/P for this project (each, a "Subconsultant"), as set forth below, and each Subconsultants must, if their profession or specialty is licensable, be licensed by the State of California to perform such Services. Consultant must obtain Owner's prior written approval of any other subconsultants or subcontractors. Upon Owner's request, Consultant shall provide copies of all Subconsultant contracts to Owner.
- C. None of the Staff or Subconsultants specified in this Agreement shall be replaced without OPM's prior written approval in each instance pursuant to an amendment to this PSA. If Consultant's Project Manager or any other designated key staff person or Subconsultant fails to perform to the satisfaction of Owner, upon written notice from the OPM, Consultant shall, within fifteen (15) calendar days, remove that person from the Project and provide a qualified replacement acceptable to OPM, and subject to OPM's prior written approval.

List of Consultant's Staff

N/A – Varies.

List of Subconsultants:

Refer to ATTACHMENT 1

END EXHIBIT B



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EXHIBIT C

CONSULTANT'S COMPENSATION

1. COMPENSATION SUMMARY

a.	Consultant's Fixed Fee for the Basic Services described in <u>Exhibit A</u> , "Consultant's Scope of Work" shall be:	
	Payment for Basic Services	\$2,000,000.00
	[Payments for Alternates]	\$0
	SUBTOTAL: Fixed Fee for Basic Services	\$2,000,000.00
b.	Allowance for Reimbursable Expenses pursuant to Part 10.02	\$0
c.	Allowance for Additional Basic Services (PSA Part 5.04) and Supplemental Services (PSA Part 10.03) that may be authorized by the Owner in writing pursuant to issuance of a Change Order , issued during the Term in accordance with Part 10.03, above.	\$112,500.00
2.	MAXIMUM COMPENSATION (a+b+c)	\$2,112,500.00

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



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EXHIBIT D

**Indemnification and Insurance Requirements
(For Design Professional Contracts that also Include Non-Design Services)**

INDEMNIFICATION

A. Indemnification pertaining to Design Professional Services:

CONTRACTOR agrees to fully indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, suits damages, costs, expenses, judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement. The indemnity includes the cost to defend COUNTY to the extent of the CONTRACTOR'S proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs and CONTRACTOR shall pay COUNTY'S cost of defense to the fullest extent permitted by law.

B. Indemnification pertaining to other than Design Professional Services:

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations,



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personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR'S has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification it has no employees)**
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage for and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10. CG 20 26, Cg 20 33 or CG 20 38; and CG 20 37 if a later revisions used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to



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purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or COUNTY.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



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Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

Indemnification and Insurance Requirements (Design Professional Contracts that also Include Non-Design Services) 2022 03 02



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EXHIBIT E
NOTICES

1. All notices are deemed to have been given when made in writing and delivered or mailed to the representatives of Owner and Consultant at their respective addresses as follows:

a. **Owner:**

County of Santa Barbara
Capital Division
1105 Santa Barbara St. (Historic Courthouse, 2nd Floor)
Santa Barbara, CA 93101

Attention: John Green, Capital Division Chief, General Services Department
(805) 568-934-6229/ jlgreen@countyofsb.org

b. **Consultant:**

Nacht & Lewis Architects, Inc.
600 Q. Street
Sacramento, CA 95811

Attention: **Eric Fadness, efadness@nachtlewis.com**

END EXHIBIT E



County of Santa Barbara: General Services
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ATTACHMENT 1

Santa Barbara County North Branch Jail Expansion Project Bridging Architect Services

I. PROJECT DESCRIPTION

The project will expand the current North Branch Jail Facility located at 2301 Black Road in Santa Maria, California. The scope of work is for the bridging Bridging Design of one (1) or two (2) housing pods similar to the existing housing pod design. The final determination of the project's scope and magnitude will be made upon completion of the Programming and Site Investigation phase.

The County is investigating the feasibility of incorporating an approximately 30-bed Step-down Facility (SDF) on the same parcel as the North Branch Jail but not directly connected to the Jail complex. In the Programming and Site Investigation Phase, conceptual-level programming and planning of the Step-down facility to determine the project's scope and order-of-magnitude construction cost will be completed.

II. SCOPE OF SERVICES

A. Programming and Site Investigation Phase

1. Existing Conditions – Consultant and Consultant’s Team shall review and analyze as-built documents, the project site, the existing buildings on-site, utility usage, infrastructure, and service tie-ins to inform the bridging design.
 - a) The Consultant and Consultant Team shall allot five (5) site visits to the project site to review and evaluate the existing conditions and utilities.
2. Survey – Consultant’s Team shall perform a survey during the site investigation phase and shall include other relevant reports prepared by the County.
 - a) ALTA and Topographic Survey: Prepare an ALTA survey to confirm the site boundary, existing topography, the State of California lease boundary, and visible surface utility locations.
 - b) The Consultant shall support the County’s effort to modify the existing lease with the State of California including coordination of the new ground lease boundary and exhibits for use by the County in presenting to the State.
 - c) The county will provide the AutoCAD files of the existing site survey documents to serve as a base for the survey.
3. Conceptual Utilities and Agency Coordination - Consultant and Consultant’s Team shall coordinate and meet with utility companies and City representatives, as required, to gain beneficial project information that will assist in implementing the Project.
 - a) The Consultant shall contact the utility representatives to determine the requirements for this project. The information collected shall include the availability and capacity of utility services (water (including fire), sewer, drainage, gas, electric) to serve this project.
 - b) The Consultant shall prepare preliminary utility demands for the facility and discuss the likely connection points and infrastructure upgrade requirements the City will demand. No physical inspections or testing will be performed on any utilities for the site.
 - c) The Consultant and Consultant’s Team shall meet with the County’s Energy Manager and General Services to establish the Net Zero Energy (NZE) requirements for the project.
4. Programming – The Consultant and Consultant’s Team shall organize and conduct programming meetings with County Sheriff, General Services, County Counsel, CEO’s

Office, County Energy Manager and County Facilities / Maintenance.

- a) Develop operational requirements for housing types, support services, administrative support, recreation, visiting, food services (existing capacity), laundry (existing capacity), site access, NZE options, and stipulated judgment requirements.
 - b) Consultant shall perform a preliminary permit/code/regulatory agency review.
 - c) The Consultant shall develop a detailed project schedule with milestones, including all project phases.
 - d) The Consultant shall develop conceptual design options for the County to review and consider/select for the final bridging design. The consultant will prepare a minimum of three (3) conceptual designs.
 - e) 30 Bed Step Down Facility – The Consultant and Consultant’s Team shall organize and conduct programming meetings with the County Sheriff, General Services, County Counsel, CEO’s Office, County Energy Manager, Behavioral Wellness, and County Facilities / Maintenance.
 - 1) The conceptual design will be limited to a planning diagram to confirm the facility's square footage, functional layout, and approximate site location and access requirements. The intended level of detail shall be adequate for conceptual square-foot estimates of construction costs.
 - 2) Additional meetings: (X) show the quantity of meetings
 - (a) County Behavioral Wellness/Other Departments (4)
 - (b) Combined meeting with Behavioral Wellness, County Counsel, CEO Office, and General Services (2)
 - (c) General Services, County Facilities/Maintenance Staff (1)
 - f) The Consultant shall provide an estimate of the probable cost of the project based on square-foot estimates of construction costs.
 - g) The Consultant shall participate with the County in estimate reconciliation and possible value engineering activities to maintain the project budget. This includes three (3) separate meetings of up to three (3) hours each. This will happen before proceeding to the Bridging Design phase.
 - h) The Consultant and Consultant’s Team shall review, incorporate and/or respond to all County comments to the Programming Documents and Project Schedule deliverables.
5. Deliverables – The consultant shall provide the County with an electronic copy of the 95% draft for review. The Consultant shall incorporate the County’s comments and one (1) electronic copy of the final documents as follows:
- a) Boundary and Topographic survey
 - b) Programming Summary Document – including conceptual planning diagrams
 - c) Project Schedule
 - d) Estimate of Probable Cost
6. Meetings: (X) show the quantity of meetings
- a) Interface meeting with the State to discuss the expansion of the existing ground lease (1)

- b) County Sheriff and General Services team (5)
- c) Combined meeting with the Sheriff, County Counsel, CEOs Office, and General Services (3)
- d) General Services, County Energy Manager (1)
- e) General Services, County Facilities/Maintenance Staff (2)
- f) Meeting with the BSCC and CDCR to review Ground Lease constraints (2)

B. Bridging Design Phase

1. Bridging Design Documents—The Consultant shall prepare and provide Bridging Design documents for a single housing pod. The bridging documents will include a combination of design narratives, concept drawings, and performance and prescriptive technical specifications that include measurable criteria that define facility systems’ performance and establish the levels of quality allowed by the Project budget.
 - a) The Consultant shall develop conceptual plans for the selected single housing pod design.
 - b) The consultant shall confirm the preliminary permit/code/regulatory agency review of the selected bridging design concept.
 - c) The consultant shall review the 2008 EIR complied with for the NBJP and the California Environmental Quality (CEQA) status and any mitigation criteria.
 - d) Consultant shall meet with utility company(s) to validate due diligence assumptions.
 - e) The consultant shall work with the General Service, Facilities/Building Maintenance, and Department of Public Works (DPW) Stormwater Division to confirm the incorporation of county standards and determine sustainable maintenance and energy design goals.
 - f) The Consultant shall update a detailed project schedule with milestones, including all phases.
 - g) The Consultant shall provide an updated estimate of the project's probable cost based on square-foot estimates of construction costs.
 - h) The Consultant shall participate with the County in estimate reconciliation and possible value engineering activities to maintain the project budget. This includes three (3) separate meetings of up to three (3) hours each.
 - i) The Consultant and Consultant Team shall review, incorporate, and/or respond to all County comments to the Bridging Documents and Project Schedule deliverables.
2. Meetings: (X) show the quantity of meetings
 - a) Conceptual Design Reviews (3)
 - b) Attend Board of Supervisors Hearing and support staff in presentation of Concept options (2)
 - c) County Fire – permit related (1)
 - d) General Services, County Energy Manager (1)

- e) General Services, County Facilities/Maintenance (1)
 - f) County Environmental (1)
 - g) DPW Stormwater (1)
 - h) Utility Companies (as required)
 - i) State Agencies (BSCC, CDCR, OSFM) (2)
3. Deliverables – Consultant shall provide an electronic copy of 95% draft to the County for review. The Consultant shall incorporate County’s comments and one (1) electronic copy of the final documents, as follows:
- a) Concept design options (minimum 3)
 - 1) Includes: Site Plan, Floor Plan, Sketch and/or Elevation, Corresponding Estimate
 - b) 95% Bridging Design (based on selected Concept design)
 - 1) Conceptual Plans
 - 2) Design Intent Narratives
 - 3) Bridging Specifications
 - c) Prepare a presentation and assist County in presenting of the project to BSCC
 - d) Project Schedule
 - e) Estimate of Probable Cost
 - f) 100% Bridging Design Deliverable
 - 1) Incorporate all final County comments into final set.

C. DBE Selection and Project Delivery Phase

- 1. Design Builder Selection Services—The consultant shall assist the County in selecting the Design-Build partner to deliver the project.
 - a) Attend the pre-proposal meeting (1 meeting)
 - b) Review and respond to pre-proposal requests for information (RFI’s), substitution requests, submittals, etc.
 - c) Participate in confidential design meetings with the shortlisted design-builders (6 total meetings)
 - d) Participate in and evaluation of the design-builder proposals and interviews (DBE Interviews (3), Recommendation/Selection meeting (1), Risk/Coordination meeting (1))
- 2. Risk/Coordination Meeting – After selection the Consultant shall prepare for one (1) risk/coordination meeting with the selected Design Builder. This meeting will review all the project requirements and clarify any discrepancies with the Bridging Documents.
- 3. DBE Design Review – Consultant shall review and comment on the DBE’s design at the 100% DD, 50% CD, and 95% CD phases. Reviews shall include all disciplines.
 - a) The design review is intended to review the design-builder’s design documents

for continuity with the design-builder's proposal, the project's design criteria, and the County's goals and objectives. The 50% CD and 95% CD phase reviews will serve as a back-check of the design-builder's responses to comments from the 50% CD review.

4. Construction Services Phase – The Consultant and Consultant's Team service shall complete the following tasks on an on-call basis. Tasks shall be billed on an hourly basis against the established construction phase services contingency:
 - a) Review and respond to individual RFIs, submittals, and /or contractor change orders regarding conformance with the project program and bridging documents. The consultant and Consultant Team are not intended to review all such project documentation but are limited to reviewing specific items upon request by the County.
 - b) Attend specific weekly Owner-Architect-Contractor (OAC) meetings, special coordination meetings, and pre-installation meetings at the county's request (assume ten (10) meetings).
 - c) The Consultant shall perform project site visits (one per six months of construction) during construction and prepare site visit reports.

D. Exclusions

1. Design Development Documents
2. Construction Documents
3. Utility coordination will be limited to researching existing facilities.
4. Extensive site work and site investigation to determine hidden conditions not documented in original drawings, as-built drawings, or previous modernization projects.
5. CEQA documentation/processing
6. Traffic Studies
7. Design of booster pumps or lift stations.
8. Phasing, traffic control or construction logistics or sequencing plans.
9. Assessment and evaluation of the existing jail and other site structures.
10. Payment of any fees including permit fees, application fees, inspection fees, etc.
11. Potholding existing utilities.
12. Plumbing fixture selection and cut sheets.
13. Energy code compliance documentation
14. Commissioning of building systems, services related to the development of commissioning plans, and services related to support third party commissioning of the building.
15. Preparation or coordination of the documentation necessary for LEED certification.
16. Perimeter Fence Detection / Protection System.
17. Personal Alarm Locating system (wireless).
18. Two Way Radio Communications.
19. Nurse Call System.
20. Design of any upgrades or replacements of the existing security system.

III. COMPENSATION

For the above services for the North Branch Jail Project, the Consultant shall be paid a fixed fee of **Two Million Dollars and no cents (\$2,000,000.00)**. For construction phase services under paragraph C.4 above,

the consultant shall be paid on an hourly basis up to a not-exceed-amount of Thirty Thousand Dollars and no cents (\$30,000.00)

Compensation Breakdown by Phase of Work:

Bridging Design Services - Phases	Compensation	
Programming / Site Investigation	\$750,000.00	Fixed Fee
Bridging Design Phase	\$755,000.00	Fixed Fee
DBE Selection / Project Delivery	\$495,000.00	Fixed Fee
Total Compensation	\$2,000,000.00	Fixed Fee
<i>Contingency for Construction Phase Services</i>	\$30,000.00	Hourly NTE

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. The current rate is 67 cents per mile.

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 the 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.

IV. BILLING RATE SCHEDULE

Nacht & Lewis

<u>POSITION</u>	<u>HOURLY RATE</u>
Principal	365.00
Practice Leader	305.00
Senior Project Manager	270.00
Project Manager	235.00
Senior Project Architect	250.00
Senior Project Coordinator	215.00
Project Architect	220.00
Project Coordinator	185.00
Designer	185.00
Interior Designer	185.00
Senior Design Technician II	170.00
Senior Design Technician	155.00
Design Technology Coordinator	155.00
Design Technician	140.00
Office Manager	150.00
Graphic Designer	135.00
Marketing Coordinator	125.00
Project Administrator	120.00
Administration	95.00

AVS Engineers

Principal	\$213.00
Systems Engineer	\$189.00
Senior Designer	\$152.00

Capital Engineering Consultants, Inc.

Sr. Principal	\$260.00
Principal	\$236.00
Director	\$228.00
Sr. Project Manager	\$217.00
Project Manager	\$208.00
Field Services	\$204.00
Senior Engineer	\$185.00
Engineer	\$168.00
Senior Designer	\$159.00
Designer	\$146.00
Technician / CADD Intern	\$134.00
Intern	\$126.00
Project Administrator	\$113.50
Sr. Admin.	\$79.50
Clerical / Admin.	\$63.50

CYS Structural Engineering

Principal	\$195.00
Senior Structural Engineer	\$170.00
Project Manager	\$145.00
Structural Engineer	\$135.00
Professional Engineer, P.E.	\$115.00
Engineer, EIT	\$95.00
Sr. Drafter	\$95.00
Drafter	\$85.00
Administrative	\$65.00

Collings & Associates

Principal Engineer	\$215.00
Senior Engineer	\$185.00
Staff Engineer	\$155.00
CAD / Drafting Services	\$120.00
Administration / Clerical	\$85.00

Willdan Engineering

Director of Engineering	\$237.00
Deputy Director of Engineering	\$231.00
Associate Engineer II	\$186.00
Principal Project Manager	\$210.00
Supervising Surveyor	\$197.00
Assistant Engineer III	\$161.00
Assistant Engineer II	\$153.00
Senior Landscape Architect	\$184.00
Senior Survey Analyst	\$187.00

JMPE Electrical Engineering Lighting Design

Engineering	\$200.00
Drafting	\$100.00

Shen Milson & Wilke

Partner	\$300.00
Senior Principal	\$275.00
Principal	\$250.00
Senior Associate	\$210.00
Associate	\$180.00
Consultant	\$125.00
Senior BIM Designer	\$180.00
BIM Designer	\$115.00
Admin.	\$90.00

Sierra West Group

Principal Program Manager/Investigator	\$150.00
Principal / Chief Estimator	\$125.00 / \$150.00
Cost Manager / Quantity Surveyor	\$110.00
Mechanical / Electrical Estimator	\$110.00
Civil Engineer / Estimator	\$110.00
Administrative	\$78.00