

Attachment 1

ATTACHMENT 1

Professional Services Agreement



County of Santa Barbara: General Services
Capital Projects Division

PROFESSIONAL SERVICES AGREEMENT

Between

THE COUNTY OF SANTA BARBARA

And

Nacht & Lewis Architects, Inc.

For
Architectural Design Services

For

**Programming for the
Main Jail Renovation**
4436 Calle Real
Santa Barbara, Ca. 93110

PROJECT NUMBER: 20041

March 01, 2022

TABLE OF CONTENTS

<u>PART</u>	<u>TITLE</u>	<u>PAGE</u>
1	RECITALS.....	1
2	PROJECT AUTHORIZATION, TERM, MAXIMUM COMPENSATION.....	1
3	OWNER'S RESPONSIBILITIES.....	1
4	PROJECT SCOPE OF WORK (SOW).....	2
5	CONSULTANT'S RESPONSIBILITIES, SERVICES, AND DELIVERABLES.....	2
6	CONSULTANT'S SCHEDULE.....	4
7	INDEMINIFICATION & INSURANCE.....	4
8	REPRESENTATION BY COUNSEL.....	4
9	HAZARDOUS MATERIALS.....	5
10	COMPENSATION & PAYMENT.....	5
11	TERM & TERMINATION.....	7
12	STANDARD TERMS	8
13	MISCELLANEOUS PROVISIONS.....	9
14	NOTICES.....	11
15	LIMITS OF AGREEMENT.....	11
16	EXHIBITS AND ATTACHMENTS.....	12

END TABLE OF CONTENTS

County of Santa Barbara: General Services
Capital Division

LIST OF EXHIBITS

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGE</u>
A	CONSULTANT'S SCOPE OF WORK & HOURLY RATES.....	A-1
B	CONSULTANT'S STAFF & SUBCONSULTANTS.....	B-1
C	CONSULTANT'S COMPENSATION	C-1
D	INDEMNIFICATION AND INSURANCE REQUIREMENTS	D-1
E	NOTICES	E-1
F	CONSULTANT'S SCHEDULE	F-1

END LIST OF EXHIBITS

PROFESSIONAL SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES

This is an agreement between THE COUNTY OF SANTA BARBARA (hereinafter "Owner" or "County") and Nacht & Lewis, Architects, Inc. (hereinafter "CONSULTANT").

PART 1 - RECITALS

- 1.01 WHEREAS**, this Professional Services Agreement (hereinafter "PSA") sets forth the terms and conditions pursuant to which Consultant, as a Professional, will provide professional programming design services (hereinafter "Services") for Owner's Main Jail Renovation; and
- 1.02 WHEREAS**, Consultant was selected by means of the County's qualifications-based selection (QBS) process, Nacht & Lewis represents itself as a Professional having the requisite qualifications, licenses and agrees to perform such Services; and

NOW, THEREFORE, Owner and Consultant agree as follows:

PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION

2.01 Agreement For Services

- A. This Professional Services Agreement (PSA or Agreement) sets forth the terms and conditions pursuant to which Consultant, as a Professional, will provide services to the County as set forth in Exhibit A, "Consultant's Scope of Work & Hourly Rates", which includes design services for architectural programming for the Main Jail Facility Improvements.

2.02 Maximum Compensation

- A. The sum of all Project Agreements issued pursuant to this PSA shall not exceed one million two hundred and sixty-three thousand, seven hundred and ninety-five dollars (\$1,263,795.00). If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, without obtaining authorization from the County's Authorized Representative, Consultant does so at Consultant's sole risk and expense.

2.03 Term

- A. This Agreement is effective upon the date of full execution by both parties, and shall remain in effect for a period of 24 months ("Term"), unless earlier terminated under Section 11 of this Agreement.

2.04 Scope

- A. The Services and Deliverables identified in Exhibit A, "Consultant's Scope of Work and Hourly Rates", of this PSA, 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/or Deliverables that may be authorized by the Owners Project Manager (OPM) within the scope of this PSA.

PART 3 - OWNER'S RESPONSIBILITIES

3.01 Owner Provided Information

- A. If required and where available, Owner may provide any of the following for Consultant's use in connection with the Services:

Capital Division

- (i) Specialized studies of existing site conditions, including the presence of hazardous materials, soil, air, water, pollution, etc.
 - (ii) Title information for use.
 - (iii) Access to site and/or building for review.
 - (iv) Provide timely design review comments and approval at phased design submittals.
- 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 a 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 before proceeding with such change. If written notice is not given to Owner within said fourteen (14) Days, such change will be deemed not material and Consultant will not be entitled to additional compensation for the change in the requirements of the SOW.
- B. If Owner causes a material change in the Service(s) or Deliverable(s), Consultant must within fourteen (14) calendar Days of the event that caused the material change, notify Owner in writing that Consultant contends Owner has caused a material change in their 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 a Service or Deliverable, payment to Consultant will be adjusted in accordance with Part 10.01.A.3, "Changes."
- C. If there is a material increase in the SOW required to complete this PSA Project Agreement, and such increase is not the fault of or caused by Consultant, or does not result from faulty or inaccurate estimations made by Consultant, OPM may request, and Consultant, pursuant to such request, must provide assistance in re-allocating the remaining available funds relating to the Project Agreement. 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 SOW, Consultant agrees to immediately notify OPM and to accept a reasonable reduction in compensation.

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

5.01 Consultant as Independent Contractor

- A. It is mutually understood and agreed that Consultant (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which Consultant shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that Consultant is performing its obligations in accordance with the terms and conditions hereof. Consultant understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave,

Capital Division

administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Consultant shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Consultant shall be solely responsible and save COUNTY harmless from all matters relating to payment of Consultant's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Consultant may be providing services to others unrelated to the COUNTY or to this Agreement. The expertise and experience of Consultant are material considerations for County's execution of this Agreement. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of County, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, shall be void and of no effect.

5.02 Consultant's Use of Subconsultants

- A. Notwithstanding the foregoing, Consultant may use subconsultants in performing the Services under this Agreement. Consultant shall be responsible for directing the work of authorized subconsultants, and for any compensation due to subconsultants. County assumes no responsibility whatsoever concerning such compensation. Consultant may add subconsultants to those identified in Exhibit B only with the prior written approval of the OPM.

5.03 Consultant's General Responsibilities

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

- A. Standard of Care
1. Consultant must perform Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty in the State of California.
 2. Consultant must perform Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations and ordinances in force at the time a Project Agreement is awarded.
 3. Consultant must use its professional judgment and expertise to verify interpretations of applicable law, codes, regulations, and ordinances, from the appropriate Government Agency(s) and authorities having jurisdiction over the Project. Such efforts will be undertaken in accordance with the acceptable standard of care for this type of Project.
 4. Consultant must consider all mitigation measures identified in the Project's Environmental Impact Report, Mitigated Negative Declaration or other CEQA documentation in performance of their Services.
- B. Funding by Governmental Agencies
1. If applicable to the scope defined within this PSA, when a Project is to be constructed, wholly or in part, with funds from Federal, State, or other outside funding sources, Consultant must comply with the requirements of said Federal, State, or outside funding sources in the Construction Documents.
- C. OSHPD Jurisdiction
1. If applicable to the scope defined within this PSA, when a Project is within the jurisdiction of the State of California, Office of Statewide Health Planning and Development ("OSHPD"), Consultant's Instruments of Service must meet all OSHPD requirements.
- D. Sequence of Consultant's Services
1. In general, Consultant's Services will proceed sequentially by the Phases described in Exhibit A, "Consultant's Scope of Work & Hourly Rates"
 2. This PSA establishes the Consultant's Milestone Schedule for completion of the Consultant's Services.
- E. Submittal of Deliverables

County of Santa Barbara: General Services

Capital Division

1. Each submittal must include a declaration statement, signed by a principal of Consultant's firm, that the work of Consultant and its Subconsultants was coordinated, the submittal is complete, and that all prior review comments have been incorporated and coordinated.
 2. Consultant must furnish to Owner, suitable for reproduction, original reproducible files and other Instruments of Service, and computer disks containing the 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 must pay for all printing and reproduction cost incurred for printing of coordination check documents to be used by consultant in the performance of its 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 the scope defined within the PSA, Owner will print Bid Documents for distribution to Bidders at Owner's expense.
- G. Meetings
1. Required meetings are as specifically identified in Exhibit A "Consultant's Scope of Work & Hourly Rates".
 2. Unless otherwise requested by the OPM, Consultant must 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 Exhibit A "Consultant's Scope of Work & Hourly Rates" 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, "Consultant's Staff and Subconsultants" and are subject to the requirements set forth therein.
 2. Changes to Consultant's staff and Subconsultants are subject to approval as an amendment to the PSA by the OPM.

5.04 Basic Services & Deliverables: See Exhibit A, "Consultant's Scope of Work & Hourly Rates"

PART 6 - CONSULTANT'S SCHEDULE

6.01 Schedule, Exhibit F

- 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 shown. Time is of the essence in accordance with the Standard of Care in this Agreement.
- C. Consultant must provide and maintain Project staffing levels as necessary to perform the Services within the time provided in the project schedule.

PART 7 - INDEMNIFICATION & INSURANCE

7.01 Exhibit D Requirements

- A. Indemnification and Insurance requirements are set forth in Exhibit D, "Indemnification & Insurance."

PART 8 - REPRESENTATION BY COUNSEL

- A. The parties 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

County of Santa Barbara: General Services
Capital Division

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.

9.02 Hold Harmless Clause

- A. To the fullest extent permitted by law, Owner agrees to bring no claim against Consultant and its Subconsultants and to defend, indemnify, and hold harmless Consultant and its Subconsultants from third party claims relating to the investigation, detection, abatement, replacement, or removal of asbestos or other hazardous material, or relating to sudden or gradual escape or release of hazardous contaminants of any kind into or on the land, the atmosphere, or any water course or body of water, excepting only such claims which arise out of the sole negligence or willful misconduct of Consultant or its Sub-consultants.

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 all authorized Services and authorized Reimbursable expenses. Total payment by Owner will not exceed the MCL specified in Exhibit C and Consultant is fully responsible for provision of all Services and Deliverables, compensation for which will not exceed the specified MCL.
 - 2. Consultant's Hourly Rate Schedule
 - a. Consultant's Hourly Rate Schedule is set forth in Exhibit A, "Consultant's Scope of Work & Hourly Rates."
 - b. Consultant's Hourly Billing Rate Schedule shall be subject to review and modification biennially on the anniversary date of the contract.
 - c. Non-Fixed fee Services provided by Subconsultants are subject to approval by the Owners Authorized Representative (OA) and are to be identified in this PSA.
 - 3. Changes
 - a. If, during the term of this PSA, circumstances constituting a material change in scope as described in Part 4.01, "Changes In Scope", arise, Consultant will be entitled to compensation therefore, within the MCL. If such changes mean that the SOW cannot be completed as originally envisioned, then Consultant must immediately inform the OPM and assist OPM in allocating the remaining compensation among the unfinished Services in order to accomplish as much of the original intent as possible within the Total Compensation Limit of this PSA.
 - 4. Prevailing Wages
 - a. Consultant acknowledges that work performed on site to support the Services under this PSA is a public work within the meaning of California Labor Code Section 1720 and that the requirements of Section 1771, et. seq. apply to such

County of Santa Barbara: General Services

Capital Division

public work. Consultant has included (and will include) consideration for this obligation in calculating compensation and cost estimates under this PSA.

5. Errors and Omissions

- a. Consultant must correct errors and omissions attributable to Consultant without cost to Owner.
- b. Owner has the right to pursue claims for any errors and omissions caused by Consultant.

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 Supplementary Services & Deliverables

- A. County has established a Supplemental Services Allowance (SSA) for the performance of services not included within the Scope of Services and Deliverables. Consultant will only commence work pursuant to the SSA following prior, written authorization of County's OPM.

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 will submit Payment not more than once each month.
- C. Progress Payments
 1. Owner may, at 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 under any Project Agreement, Consultant must execute and deliver to Owner a release of all claims arising under the Project 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.

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 this 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 from expiration or termination of this PSA, or until all claims, if any, have been disposed of, whichever period is longer.

County of Santa Barbara: General Services
Capital Division

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 affecting 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 exceeding Ten Thousand Dollars (\$10,000) in value pursuant to this PSA or any modification thereof.

PART 11 - TERM & TERMINATION

11.01 Owner's Rights

A. Termination for Convenience

1. Owner's Authorized Representative 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 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, Owner may terminate this PSA.
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.
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, which is allowed by this PSA for a termination for convenience.

C. Suspension for Convenience

1. Owner's Authorized Representative 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 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

County of Santa Barbara: General Services
Capital Division

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 that item of Service.

11.03 Delivery of Documents

- A. Upon any termination of this PSA, Consultant must 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.

PART 12 – STANDARD TERMS

12.01 STANDARD OF PERFORMANCE

CONSULTANT represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

12.02 DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

12.03 COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

12.04 NONDISCRIMINATION

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

12.05 NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

12.06 REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY 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.

12.07 SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

12.08 COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and

County of Santa Barbara: General Services
Capital Division

statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

12.09 CALIFORNIA LAW AND JURISDICTION

This Agreement 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.

12.10 EXECUTION OF COUNTERPARTS

This Agreement 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.

12.11 AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

12.12 SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

12.13 PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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.
- 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 shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees, agents, or representatives.

County of Santa Barbara: General Services
Capital Division

13.03 Waiver

- A. In the event any provision of this PSA is held to be invalid and unenforceable, the remaining provisions will be valid and binding on the parties.
- B. One or more waivers by either party of any provision, term, condition or covenant will not be construed by the other party as a waiver of a subsequent breach.

13.04 Timely Approvals

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

13.05 Ownership & Use of Instruments of Service

- A. Owner shall be the owner of the following items incidental to this Agreement upon production, 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 other parties 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 reports, notes, drawings, specifications, data, calculations and other documents, including those in electronic form prepared or provided by Consultant pursuant to this PSA (collectively referred to as "Copyrightable Work and Inventions").
- C. If the Owner subsequently creates (or causes others to create) a derivative work based upon project-related documents created by the Consultant, the Owner shall completely remove the original professional seals, logos and other indications on the documents of the identity of the Consultant or its sub-consultant's. The Owner agrees that any reuse, or modification of the Consultant's work product without retaining and maintaining the retention of the Consultant shall be at the Owner's sole risk and without liability to the Consultant and the Owner agrees to waive any and all claims against the Consultant and release, defend, indemnify and hold the Consultant harmless from any and all claims or liabilities arising therefrom
- D. Notwithstanding any other provision in this Agreement, the Consultant shall not be in violation of this Agreement if the Consultant utilizes any standard details that may be incorporated into the work product generated by the Consultant in connection with this Project. The Owner understands that regardless of any transfer of ownership or copyright rights granted to the Client pursuant to the terms of this Agreement, the Design Professional shall in no way be restricted or prohibited from future use of any such standard details.
- E. Copies of data exchanged by, through, and between Owner and Consultant that may be relied upon are limited to the printed copies. Computer-generated files, disks, or tapes of text, data or graphics that are furnished, are only for the mutual convenience of the parties. Any risk of translation or reliance on information obtained or derived from the computer-generated material will be at the user's sole risk, and no representations are made, either expressed or implied, as to the long-term performance of data thus transferred.

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 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

County of Santa Barbara: General Services
Capital Division

agrees to promptly reimburse Owner for the full value of such paid taxes plus interest and penalty, if any. These 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 by Consultant. 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

- A. This Agreement 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." If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

PART 15 - LIMITS OF AGREEMENT

- A. This PSA constitutes the entire and integrated agreement between Owner and Consultant and supersede all prior negotiations, representations, or agreements, either written or oral, preceding this PSA.
- B. This PSA may be amended only by written agreement signed by Owner and Consultant or as otherwise authorized herein.
- C. ~~If any one or more of the provisions contained herein shall for any reason be held to be invalid,~~

County of Santa Barbara: General Services
Capital Division

illegal or unenforceable in any respect, 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 - 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 of the Exhibits shall prevail over those in the numbered sections.
1. Exhibit A, "Consultant's Scope of Work & Hourly Rates"
 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. Exhibit F, "Project Schedule"



County of Santa Barbara: General Services
Capital Division

County of Santa Barbara Signature Page

Agreement for ARCHITECTURAL AND ENGINEERING AND RELATED PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by the COUNTY.

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

“COUNTY”
COUNTY OF SANTA BARBARA

By: _____
Deputy Clerk

By: _____
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

Date: _____

ADDITIONAL COUNTY SIGNATURE PAGE

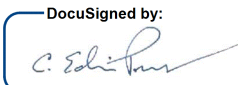
ARCHITECTURAL AND ENGINEERING AND RELATED PROFESSIONAL SERVICES

**RECOMMENDED FOR APPROVAL:
GENERAL SERVICES**

**APPROVED AS TO ACCOUNTING FORM:
Betsy M. Schaffer, CPA, CPFO
Auditor-Controller**

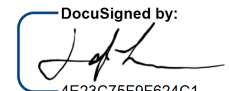
By:  DocuSigned by:
Janette D. Pell
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**Janette D. Pell, Director
General Services
Department**

By:  DocuSigned by:
Betsy M. Schaffer
A99ED5BD71D04FB...

Deputy

**APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel**

By:  DocuSigned by:
Rachel Van Mullem
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Deputy County Counsel

**APPROVED AS TO FORM:
Greg Milligan
Risk Management**

By:  DocuSigned by:
Gregory Milligan
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Risk Management

CONTRACTOR SIGNATURE PAGE

ARCHITECTURAL AND ENGINEERING AND RELATED PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

CONTRACTOR:

Eric Nacht, AIA

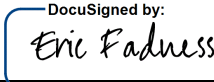
Nacht & Lewis

600 Q. Street, Suite 100

Sacramento, CA. 95811

Principal

(919) 329-4000

By: 
Authorized Representative

Date: 2/17/2022 | 8:13 AM PST

END OF AGREEMENT

EXHIBIT A

CONSULTANT'S SCOPE OF WORK HOURLY RATES

The following scope of work and hourly rates, which include all overhead, administrative costs, and profit, will be used in arriving at fees for hourly-rate Services. Any rate increases approved by the OPM shall take effect on the yearly 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 Exhibit A, and the addition of personnel not identified in Exhibit A, 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 approval as an administrative modification to the PSA by the OPM.

Optional Services, as indicated in the contract proposal below, will not be utilized at this time.

CONSULTANT FIRM NAME: Nacht & Lewis & Subconsultants

SCOPE OF WORK: Programming Phase of the Main Jail Renovation. Tasks AP1 – AP10 on the attached Proposal.



600 Q Street, Suite 100
Sacramento, CA 9581
916.329.4000

December 23, 2021

Ms. Diane Galt
General Services Department County
of Santa Barbara
1105 Santa Barbara Street, East Wing, 2nd Floor Santa
Barbara, CA 93101

Subject: Y2122.00 County of Santa Barbara South
County Main Jail Facility Architectural
Programming

Dear Diane:

Nacht & Lewis is pleased to present our architectural programming fee proposal for the South County Main Jail Facility Improvements. Our team will work in collaboration with the Sheriff's office and General Services Department as well as the County's justice system stakeholders to achieve the County's goals and objectives for the project.

The scope of services, as well as the proposed compensation, payment terms, and billing rates are outlined in the attached Exhibit A. If the scope of services is modified from what has been presented in this proposal, the resulting work shall be provided only when confirmed in writing by the County and Nacht & Lewis.

To assist with these services, we have assembled an expert team of consultants. The team includes civil, structural, mechanical, plumbing, electrical and fire protection engineers; landscape architect; acoustical, audio visual, security electronics consultants; a cost estimator and a general contractor for constructability reviews. Additionally, we have retained Falcon, Inc., experts in planning and in best practices and operations of correctional medical and mental health treatment facilities.

Should the proposal be acceptable, please forward an agreement for our review. We appreciate the opportunity to be of continuing service to County of Santa Barbara. As always, Nacht & Lewis values our professional relationship, and we pledge our support in fulfilling your project objectives.

Sincerely, NACHT &

LEWIS

A handwritten signature in blue ink, appearing to read "Eric Fadness".

Eric Fadness, AIA
Principal

Attachment: EXHIBIT
A

» NACHTLEWIS.COM

County of Santa Barbara
South County Main Jail Facility Improvements
Architectural Programming Services

**EXHIBIT A
SCOPE OF
SERVICES**

PROJECT DESCRIPTION

Project Name: County of Santa Barbara South County Main Jail Facility Improvements

Project Site: 4436 Calle Real, Santa Barbara, CA 93110

General Description: The project will consist of programming services to develop scope and planning to the main jail facility to address the Remedial Plan from the Stipulated Judgement in the *Murray et al. v. County et al.* litigation, address Fire / Life Safety code compliance, Accessibility throughout the facility, and Medical and Mental Healthcare services.

PROJECT TEAM

County

General Services:

Assistant Director: Patrick Zuroske

Project Manager: Diane Galt

Sheriff:

Sheriff: Bill Brown

Undersheriff: Sol Linver

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

Certified Access Specialist: Eric

Sifuentes 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

Acoustical Engineer: Smith, Fause & McDonald

Medical and Mental Healthcare: Falcon Inc.

Cost Estimator: Sierra West Group

Constructability: Roebbelen Construction

County of Santa Barbara
South County Main Jail Facility Improvements
Architectural Programming Services

PROJECT BUDGET

Target:

To be determined (TBD). The County's initial construction budget for the 2019 Facility Assessment and Implementation Plan (FAIP) scope is \$20 million, however the FAIP scope did not include all fire and life safety improvements required for the renovation of the facility. The project construction cost will be estimated at each project phase.

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

Please see EXHIBIT F.

DELIVERABLES

The deliverables for most phases of work will be delivered in portable document format (PDF). The County will be supplied with 10 copies of the final programming document, any other copies will need to be the responsibility of the County of Santa Barbara.

PHASE 1 – ARCHITECTURAL PROGRAMMING (AP)

General: The goal of this phase of work includes: meetings with facilities stakeholders, and development of an architectural program that defines the current and future functional space needs of the Sheriff's Administration, the Main Jail. The program will be documented and conceptual plans will be developed from the programming meetings in this phase. The first step will involve research and investigation of the record drawings and building codes and will report findings and recommendations as outlined in the scope of work below. The second step will involve site visits to visually verify existing construction. The third step will be to conduct meetings with stakeholder groups to define programming requirements and goals. The fourth

County of Santa Barbara
South County Main Jail Facility Improvements
Architectural Programming Services

step will be to create conceptual plans to reflect the goals and objectives of the stakeholder groups.

The goal of this project is to address the current DRC Settlement requirements, code and ADA issues, overcrowding of the Jail, and the immediate need to address deferred maintenance & capital needs,

TASKS:

- AP1 - Review Existing Drawings:** The County shall provide all available as-built documentation of the existing buildings for consultant review. Nacht & Lewis will review the existing drawings for best ways to renovate the facilities. The Consultants will complete a comprehensive study of the Main Jail building to determine what structural and/or nonstructural walls or beams and columns can be removed without triggering a mandatory seismic retrofit that will be required by California Building Code.
- AP2 - Review Existing Fire / Life Safety Conditions:** Nacht & Lewis and the Consultant team shall make recommendations on how to improve all facilities to bring them up to current Fire / Life Safety code standards or recommendations on abandoning parts or whole facilities. The Consultant Team will identify changes to facilities infrastructure to address code deficiencies. The Consultant Team will assess the existing conditions for suicide prevention and provisions for emergency, urgent, and routine healthcare.
- AP3 - Program Kick-off Meetings:** Nacht & Lewis will conduct kick-off meetings with the project stakeholders to set expectations for the following workshops with the project stakeholders. The first kick-off meeting will be with the County's project team which will include General Services, Sheriff's team, medical and mental health services (Well Path), Probation, CEO's Office, and County Counsel to explain the process of programming and coming workshops. The second kick-off will be for public groups like League of Women Voters and C.L.U.E. (Clergy & Laity United for Economic Justice), Santa Barbara Defenders, Families ACT!, and NAMI (National Alliance on Mental Illness) to outline the steps of programming and update on project direction.
- AP4 - Existing Conditions Assessment:** Nacht & Lewis and the Consultant team shall conduct five (5) one-day site visits to review and investigate the existing conditions with the facilities. Report from Consultants on existing conditions.
- a) Site Visit Report (Technical Memorandum) shall include the summary of all information gathered during the site observation, the conversations with the utility providers and the recommendations to the County.
- AP5 - Program Workshop Meetings:** Nacht & Lewis will conduct programming workshops with the County's project team to develop detail program requirements for the renovation to address the current DRC Settlement requirements, code and ADA issues, overcrowding of the Jail, and the immediate need to address deferred maintenance & capital needs of the existing facilities. Each workshop will be a two-day long session (6 hours) requiring participants to be engaged. Nacht & Lewis will hold a maximum of four (4) workshop meetings. The medical and mental health consultant will be involved in these workshops. Nacht & Lewis will create programming goals and objectives after the workshops are complete.
- a) Workshop 1 & 2: Operational Requirements - Develop operational requirements for all relevant areas of operations and repurposed areas of the Main Jail.
- 1) This workshop will be attended by the team's program who will develop operational requirements for the desired operations and programs that will be located at the Main Jail.
- 2) The following functional areas will be included:

County of Santa Barbara
South County Main Jail Facility Improvements
Architectural Programming Services

- Intake and Release – and repurposing of those areas of the Main Jail
 - Administration
 - Staff Support
 - Inmate Housing - by type
 - Inmate Programs - by type, including re-entry classes and groups
 - Recreation
 - Visiting
 - Food Services
 - Laundry (handling)
 - Building Support (Maintenance, Receiving, Storage, Mail, etc.)
- b) Workshop 3 & 4: Operational Requirements - For the Medical and Mental Health Areas, the workshop will cover the following operational topics:
- Review existing processes, operations, and programs with County's team.
 - Discussion around operations and requirements for triage areas (i.e., immediate medical isolation; suicide prevention; and rejection from intake); an Infirmary; outpatient clinic; dental clinic; sheltered medical housing; ancillary services; specialty clinics; off-site consults; and a dynamic continuum of dedicated mental health and substance use disorder treatment spaces.
 - Establishing processes that solve space constraints, improve schedules/flow, and create service efficiencies

AP6 - Conceptual Plans: Based on the existing conditions assessment, verification of existing building systems, and program verification meetings, the Consultant team will create up to two (2) conceptual options for the renovation of the existing facilities addressing the needs of the current DRC Settlement requirements, Fire/life safety and ADA code issues, overcrowding of the Jail, and the immediate need to address deferred maintenance. The consultant team will develop an option for addressing fire department site access behind the IRC building. The Consultant Team will develop narratives to address building system change related to the concepts and code related deficiencies of the existing buildings.

AP7 - Review Program and Conceptual Plans meeting: Nacht & Lewis and the consultant team will review the program and the conceptual plans with the County's project team. Nacht & Lewis and the consultant team will revise the program and the conceptual plans based on County's project team feedback. The Healthcare Consultant Team will attend the feedback meetings and present healthcare related concepts to the County.

AP8 - Public Informational Meeting: The County will host a public meeting to share the results of the program and conceptual design with public groups. Nacht & Lewis and the consultants will attend and help present the design to the public. The Healthcare Consultant will attend public meetings to address questions on the proposed conceptual healthcare improvements.

AP9 - Project Schedule: Nacht & Lewis with Constructability Reviewer will develop a detailed project schedule including milestones for each construction phase of the project. Nacht & Lewis, with Constructability Reviewer, will develop a detailed project schedule including milestones for each construction phase of the project based on the conceptual plans prepared. The schedule will include dates for submittal of deliverables and timeframes for County review.

County of Santa Barbara
South County Main Jail Facility Improvements
Architectural Programming Services

AP10 - Cost Estimate: Based on the outcome of program verification and conceptual planning effort, the consultant will create a conceptual estimate of probable construction cost for the project. The team will report estimate for each construction phase and meet with the County stakeholders to review the estimate.

OPTIONAL SERVICES

If directed by OAR

Option 1: Provide laser scanning of specific area of difficult coordination areas of the Main Jail. We have allotted five days of scanning and expenses.

Option 2: Provide a peer review of cost estimate by other consultant including scope verification and unit cost validation. Reconcile study with engineer's estimate and present findings to project stakeholders.

MEETINGS

Architectural Programming

Meeting Name:	# of Meetings	Location	Duration (Each Meeting)
Kick-off	1	Virtual	2 hours
Project visioning and Programming Verification	3	Virtual	4 hours
Site Visit	5	SB	8 hours
Conceptual Design Workshop	4	Virtual	6 hours (2 days for each workshop, total of 8 days)
Design Team Coordination	3	Virtual	2 hours

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. Design Development
3. Construction Documents
4. Seismic Retrofit of existing buildings
5. Proposed Optional Services unless accepted by the County for inclusion in the scope of services.
6. Reproduction of design documentation required for bidding and construction purposes.
7. Any, and all fees associated with building department application and review, and/or other agency permitting requirements.
8. Supplemental survey services required as the project progresses through design.
9. Scope of work stated herein assumes that the authority having jurisdiction will not require accessible path of travel improvements to existing buildings and sites that are outside of the scope of the project and new construction.
10. Extensive site work and site investigation to determine hidden conditions.

County of Santa Barbara
South County Main Jail Facility Improvements
Architectural Programming Services

11. Unforeseen conditions, including unreported and not observable modifications or existing unknown construction deficiencies.
12. Potholing, construction staking and related office computation/ control work.
13. Parking lot circulation will remain as is and only ADA required improvements will be provided.
14. Field surveying on County roads.
15. Design of accessible path of travel on County roads.
16. Preparation of easement, right-of-way or land dedication documents.
17. Off-site utility capacity studies/area-wide (offsite) drainage studies/hydraulic and/or hydrologic analysis of the existing creek.
18. Design of booster pump/lift stations.
19. Preparation and processing of encroachment permits.
20. Shoring or trenching plans. Traffic control plans.
21. Design of post-construction storm water interceptors, vegetative swales, sand filters, etc. accepted as noted above.
22. Gray water design for irrigation.
23. Tree removal permits, mitigation plans and/or determination of associated mitigation fees.
24. Design of frontage improvements or off-site improvements or design required for future or additional phases of work.
25. Design of temporary construction utilities, lay-down yards, or phasing plans.
26. CEQA Documentation/processing and/or services related to wetland and endangered species.
27. Architectural and engineering services related to CEQA mitigation projects.
28. Evaluation of the buildings for seismic and wind loads beyond the Tier One report that has been provided.
29. Design of voice / data equipment (LAN, WAN, PBX, phones, etc.).
30. CCTV/MATV Systems.
31. Inmate Video Visitation Systems.
32. Card Access System
33. Perimeter fence detection/protection system.
34. Personal alarm locating system (wireless).
35. ERRCS / Two-way radio communications system.
36. Installation of Security system.
37. Remobilization due to project delays.
38. Revisions of approved design and construction documents to accommodate changes when so directed by the COUNTY.
39. Rework required to the design and construction documents for changes in code requirements that occur during any phase of the project.
40. 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.
41. 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.
42. 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).
43. Services related to potential soil or water contamination or unsuitable soils.
44. Preparation of as-built drawings during and after completion of construction.

County of Santa Barbara
South County Main Jail Facility Improvements
Architectural Programming Services

45. Construction management services
46. Geotechnical observation and testing services during construction.
47. Hazardous materials sampling, testing and recommendation services.
48. Material testing and inspection services.
49. Physical design models.
50. Life cycle cost analyses, owning or operating cost studies and energy effectiveness studies.
51. Work involved in securing utility company rebates.
52. Design of building management systems.
53. Existing equipment inventory.
54. Owner Furnished Owner Installed (OFOI) Systems.
55. Furniture, fixtures and equipment procurement.
56. Geomorphology investigations, analysis and reports.
57. Agronomic soils testing.
58. Construction inspection, special inspections, and testing services.
59. Commissioning of building systems, services related to the development of commissioning plans and services related to support third party commissioning of the building.
60. LEED Submission to USGBC for certification.
61. 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. The proposal includes a look at options for NetZero.
62. Preparation of maintenance or operating manuals.
63. Preparation of record "as-built" documents.
64. Additional Design / Coordination meetings and Site Visits / Meetings beyond listed.
65. Design services to provide alternate bid items, and descriptions of phased construction except as identified.
66. BIM drawings / Revit Modeling accept as describe herein.
67. Changes to Basis of Design if the Owners Project Requirements are changed 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.
68. Preparation of any change orders from the General Contractor.
69. 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.
70. Services necessary to correct defects in, or damage to, the project caused by the GENERAL CONTRACTOR.
71. Architectural and engineering work caused from construction that is installed differently from the permitted drawings if work could be installed as shown and permitted.
72. Architectural and engineering rework resulting from other trades not coordinating or installing work different from approved coordination drawings.
73. Value engineering sessions or review of GENERAL CONTRACTOR proposed cost cutting recommendations.

County of Santa Barbara
South County Main Jail Facility Improvements
Architectural Programming Services

COMPENSATION

For the above services, Consultant shall be paid a fee of **One Million Two Hundred Seventy-Three Thousand Seven Hundred Ninety-Five Dollars and no cents (\$1,263,795.00)**. The fee shall not exceed this amount.

The General Services Director or designee to approve change orders for a contingency amount up to \$126,379.50. Contingency is to be used for additional services at the County's discretion. Consultant shall not bill against contingency unless additional services are authorized by the County's Authorized Representative.

The following is a breakdown of discipline for disclosure purposes only.

Fee Breakdown by Discipline:

Discipline	Firm	Fees
Architect	Nacht & Lewis	\$ 541,045.00
Medical & Mental Health	Falcon	\$ 169,940.00
Cost Estimating	Sierra West Group	\$ 28,215.00
Civil Engineering	Wildan	\$ 37,675.00
Structural Engineering	CYS Structural Engineers	\$ 71,300.00
Mechanical Engineering	Capital Engineering	\$ 72,000.00
Electrical Engineering	JMPE	\$ 25,200.00
Security	AVS Engineers	\$ 18,925.00
Acoustical & AV	SFMI	\$ 10,560.00
Fire Protection	Collins	\$ 39,000.00
Constructability Review	Roebbelen	\$ 184,230.00
Consultant Mark-up (10%)		\$ 65,705.00
Total Fee		\$1,263,795.00

Optional Services (Not included in MAXIMUM FEE)

(Optional services fees will be added to the maximum fee upon acceptance of the optional scope by the County)

Laser Scanning	\$ 12,650.00
Estimate Peer Review	\$ 74,140.00

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. The current rate is 58 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 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.

County of Santa Barbara
South County Main Jail Facility Improvements
Architectural Programming Services

BILLING RATE SCHEDULE

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

Nacht & Lewis

<u>POSITION</u>	<u>HOURLY RATE</u>
Principal	345.00
Practice Leader	285.00
Senior Project Manager	250.00
Project Manager	225.00
Senior Project Architect	225.00
Senior Project Coordinator	195.00
Project Architect	200.00
Project Coordinator	175.00
Designer	175.00
Interior Designer	160.00
Senior Design Technician II	160.00
Senior Design Technician	145.00
Design Technology Coordinator	140.00
Design Technician	130.00
Office Manager	140.00
Graphic Designer	130.00
Marketing Coordinator	120.00
Project Administrator	115.00
Administration	95.00

AVS Engineers

Principal	\$202.00
Systems Engineer	\$178.00
Senior Designer	\$141.00

Capital Engineering Consultants, Inc.

Sr. Principal	\$240.00
Principal	\$218.00
Director	\$208.00
Sr. Project Manager	\$198.00
Project Manager	\$190.00
Field Services	\$188.00
Senior Engineer	\$170.00
Engineer	\$155.00
Senior Designer	\$145.00
Designer	\$133.00
Technician / CADD Intern	\$122.00
Intern	\$117.00

County of Santa Barbara
South County Main Jail Facility Improvements
Architectural Programming Services

Project Administrator	\$102.00
Sr. Admin.	\$69.00
Clerical / Admin.	\$56.00
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	\$195.00
Senior Engineer	\$155.00
Staff Engineer	\$130.00
CAD / Drafting Services	\$95.00
Administration / Clerical	\$65.00
Willdan Engineering	
Deputy Director	\$214.00
Assistant Engineer III	\$148.00
Senior Design Manager	\$181.00
Assistant Engineer II	\$141.00
Principal Landscape Architect	\$180.00
Senior Landscape Architect	\$163.00
Principal Project Manager	\$210.00
Senior Survey Analyst	\$168.00
Survey Crew	\$275.00
Smith, Fause & McDonald, Inc.	
Principal Consultants/Engineers	\$210.00
Associates/Senior Engineers	\$185.00
Project Consultants/Engineers	\$170.00
Consultants/Engineers	\$150.00
Technicians/CAD/BIM	\$110.00
Production/Administrative Assistants	\$65.00
Sierra West Group	
Principal Program Manager/Investigator	\$150.00
Principal / Chief Estimator	\$125.00
Cost Manager / Quantity Surveyor	\$110.00
Mechanical / Electrical Estimator	\$110.00
Civil Engineer / Estimator	\$110.00
Administrative	\$78.00
Roebbelen	
Project DM / PX	\$175.00
Project Manager	\$155.00

County of Santa Barbara
South County Main Jail Facility Improvements
Architectural Programming Services

Scheduler	\$150.00
Senior Estimator	\$150.00
Constructability Reviewer	\$160.00
Trader Partner	\$150.00

Falcon, Inc.

Senior Expert (Behavioral Health)	\$325.00
Senior Expert (Medical)	\$295.00
Technical Expert (Planning)	\$195.00

END EXHIBIT A

County of Santa Barbara
South County Main Jail Facility Improvements
Architectural Programming Services

EXHIBIT B

CONSULTANT'S STAFF & SUBCONSULTANTS

- A. Consultant declares that the Principal-in-Charge will be **Eric Fadness**, AIA. Consultant declares that the Project Manager will be **Roger Davis**, AIA.
- B. Consultant will employ Subconsultants identified in the Consultant's response to the County's RFP for this project and said Subconsultants must, if their specialty is licensable, be licensed by the State of California to perform their specific Services. Consultant must obtain Owner's approval of any other Subconsultants. Upon Owner's request Consultant must provide copies of all Subconsultant contract agreements to Owner.
- C. None of the above-named Staff or Subconsultants shall be replaced without OPM's approval 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, on written notice from Owner's Project Manager, Consultant will have fifteen (15) calendar Days to remove that person from the Project and provide a replacement acceptable to OPM. In that event Consultant must submit the name of a qualified replacement for OPM's approval.

END EXHIBIT B



County of Santa Barbara: General Services
Capital Division

EXHIBIT C

CONSULTANT'S COMPENSATION

1. COMPENSATION SUMMARY

a.	Consultant's Maximum Fee for the Basic Services described in <u>Exhibit A, "Consultant's Scope of Work and fee breakdown"</u> shall be:	
	AP1 - Review Existing Drawings	
	AP2 - Review Existing Fire / Life Safety Conditions	
	AP3 - Program Kick-off Meetings	
	AP4 - Existing Conditions Assessment	
	AP5 - Program Workshop Meetings	
	AP6 - Conceptual Plans	
	AP7 - Review Program and Conceptual Plans meeting	
	AP8 - Public Informational Meeting	
	AP9 - Project Schedule	
	AP10 Cost Estimate	
	SUBTOTAL: Maximum Fee for Basic Services	\$1,263,795.00
b.	Allowance for Reimbursable Expenses pursuant to Part 10.02	1 \$
c.	Allowance for Additional Basic Services (PSA Part 5.04) and Supplementary Services (PSA Part 10.03) that may be authorized by the Owner in writing pursuant to issuance of a Supplementary Services (SS) Order , issued during the period of the PSA.	\$126,379.50
1.		1 \$0.00
2.	Additional Site Visits Including All Reimbursable Expenses:	
i.		
ii.		
iii.		
2.	MAXIMUM COMPENSATION (a+b+c+d)	\$1,390,174.50



County of Santa Barbara: General Services
Capital Division

3. PROGRESS PAYMENTS

a. For **FIXED FEE** portion, Progress Payments will be mad on a monthly basis, based on work completed and invoiced.

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 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)

Supplementary Services (SS) will be based on an hourly fee and will only be utilized if directed through a Supplementary Services (SS) Order and approved by the OAR.

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 the period; completed milestones and deliverables.

END EXHIBIT C



County of Santa Barbara: General Services
Capital Division

EXHIBIT D
Indemnification and Insurance Requirements
(For N&L Contract Only)

INDEMNIFICATION

A. Indemnification pertaining to other 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 but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY. The indemnity includes reimbursing the COUNTY's defense costs after determining the CONTRACTOR's proportionate percentage of fault. However, CONTRACTOR shall provide an immediate duty to defend if one or more of CONTRACTOR's liability insurers should provide for such coverage. 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 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, arising out of or related to the CONTRACTOR'S work or activities for the COUNTY and for any costs or expenses (including but not limited to reasonable attorneys' fees) incurred by COUNTY on account of any such claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation does not apply to the 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, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.



County of Santa Barbara: General Services
Capital Division

3. **Workers' Compensation:** 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.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for 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 if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is 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 provide 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** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
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.



County of Santa Barbara: General Services
Capital Division

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.

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.

END EXHIBIT D

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: Patrick Zuroske, Assistant Director, General Services Department
(805) 568-3096 / pzuroske@countyofsb.org

b. **Consultant:**

Nacht & Lewis
600 Q. Street, Suite 100
Sacramento, Ca. 95811

Attention: Eric Fadness, AIA. Principal

END EXHIBIT E

EXHIBIT F
Schedule

PHASE 1 – ARCHITECTURAL PROGRAMMING (AP) SCHEDULE

Please note that these dates are tentative, and based on Board approval early March.

Date

Task

March 7, 22 - **Review Existing Drawings & Existing Fire / Life Safety Conditions**

March 28, 22 - **Kick off Meeting #1** with the County’s project team
General Services, Sheriff, medical and mental health services (Well Path), Probation, CEO’s
Office, and County Counsel to explain the process of programming and coming workshops.
VIRTUAL.

April 5, 22 - **Kick-off meeting #2** with public groups. VIRTUAL.

May 9-13, 22 - **Existing Conditions Assessment Site Visits** – five, one day site visits
Review and investigate the existing conditions with the facilities. ON SITE.

May 30, 22 - **Report on Existing Conditions Due** (Technical Memorandum)

June 1, 22 – **Programing Goals & Objectives Meeting**

June 14-15, 22 - **Program Workshop Meeting #1** (Two-day long session-6 hours, N&L and Medical & Mental
Health Consultant): Operational Requirements for Intake & Release, Admin, Staff support, Inmate
Housing by type, Inmate Programs, Recreation, Visitation, Foods Services, Laundry, Building support.
VIRTUAL.

July 13-14, 22 - **Program Workshop Meeting #2** (Two-day long session-6 hours, N&L and Medical & Mental
Health Consultant): Operational Requirements for Intake & Release, Admin, Staff support, Inmate
Housing by type, Inmate Programs, Recreation, Visitation, Foods Services, Laundry, Building support.
VIRTUAL.

August 9-10, 22 - **Program Workshop Meeting #3** (Two-day long session-6 hours, N&L and Medical & Mental
Health Consultant): Operational Requirements for the Medical and Mental Health Areas. VIRTUAL.

August 30-31, 22 - **Program Workshop Meeting #4** (Two-day long session-6 hours, N&L and Medical & Mental
Health Consultant): Operational Requirements for the Medical and Mental Health Areas. VIRTUAL.

September 12, 22 – **Workshop review** meeting with the County project team.

September 23, 22 – **Programing Goals and Objectives Report due**

September 23, 22 - **Conceptual Plans Due**: The Consultant team will create up to two (2) conceptual options
for the renovation of the existing facilities.

October 4, 22 - **Review Program and Conceptual Plans Meeting**: Nacht & Lewis and the consultant team

will review the program and the conceptual plans with the County's project team. Nacht & Lewis and the consultant team will revise the program and the conceptual plans based on County's project team feedback. The Healthcare Consultant Team will attend the feedback meetings and present healthcare relate concepts to the County. VIRTUAL.

October 18, 22: **Final Conceptual Plans Due**

November 1, 22: **Present Conceptual Plans to Board of Supervisors**: Approval of Conceptual Plans to BOS.

November 18, 22: **Cost Estimates Due**

November 29, 22: **County Review of Cost Estimate / N&L Reconciliation of Cost estimate**

December 15, 22: **Final Cost Estimates Due**

December 15, 22 - **Project Schedule Due**

January 7, 23 - **Public Informational Meeting**: The County will host a public meeting to share the results of the program and conceptual design with public groups. Nacht & Lewis and the consultants will attend and help present the design to the public. The Healthcare Consultant will attend public meetings to address questions on the proposed conceptual healthcare improvements. VIRTUAL.