

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

DOC AGREEMENT # 17-161

This Agreement, dated as of December 19, 2017, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Nacht & Lewis, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its assistance with project establish documents for SB 844 jail building project; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information
Appendix A	Certification Regarding Debarment, Suspension and Other Responsibility Matters
Attachment A	Site Area Diagram
Attachment B	Facilities Space Program Documents

The term of this Agreement shall be for four-years from December 20, 2017 through June 30, 2021. This Agreement may be extended on its same terms and conditions for three (3) additional periods not to exceed one (1) year each, upon written agreement by the CONTRACTOR and the COUNTY.

The compensation payable to CONTRACTOR hereunder shall not exceed Two Million, Nine Hundred Ten Thousand Dollars (\$2,910,000) for the term of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD

DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: CP-864365

Line Item: _____

Grant: ☐ Yes ☒ No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: _____

NAME AND ADDRESS OF CONTRACTOR:

Nacht & Lewis

600 Q Street Suite 100, Sacramento, Ca. 95811

PH: 916-329-4000,

EM: EFadness@nachtlewis.com

COUNTY OF MENDOCINO

By: _____

JOHN MCCOWEN, Chair

BOARD OF SUPERVISORS

DEC 21 2017

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____

Deputy

DEC 21 2017

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____

Deputy

DEC 21 2017

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: _____

Deputy

INSURANCE REVIEW:

By: _____

Risk Management

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: _____

Deputy CEO

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform its said work and functions at all times in strict accordance with any applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in its field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its

officers, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses to the extent caused by the CONTRACTOR'S negligent or reckless performance or its obligations under this AGREEMENT. "CONTRACTOR'S negligent or reckless performance" includes CONTRACTOR'S negligence or recklessness and the negligence or recklessness of CONTRACTOR'S officers, employees, and subcontractors for whom Contractor is legally responsible.

3. **INSURANCE:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**

- a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including any applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such applicable laws, ordinances, codes and regulations.
- b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of

CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, which would conflict with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Sheriff's Office
951 Low Gap Rd. Ukiah, CA 95482
Attn: Fiscal Unit

To CONTRACTOR: Nacht & Lewis
600 Q Street Suite 100
Sacramento, Ca. 95811
ATTN: Eric Fadness

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with applicable Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code). In the event that any regulatory body reviewing Contractor's deliverables finds them insufficient to comply with these standards, Contractor shall revise and correct them to the satisfaction of the County and any applicable regulatory agency. The parties agree that compliance with this obligation shall be met when Contractor's deliverables pass final regulatory review.

15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.

Before the COUNTY will issue a notice to proceed with the Services, CONTRACTOR and any subcontractors must acquire, at their expense, a business license from County in accordance with MCC 6.0. Such licenses must be kept valid throughout the Agreement term.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may reasonably require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto.
20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **MEDIATION:** Prior to the initiation of any legal proceedings, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
26. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and Exhibit A or Exhibit B, the provisions in the body of this Agreement shall control.
27. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **STANDARD OF CARE:** The CONTRACTOR'S services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services at the same time, in the same locality, at the same site and under the same or similar circumstances and conditions. The CONTRACTOR makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.
30. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).

- c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that they become non-infringing, but equivalent in functionality and performance.

34. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

35. COOPERATION WITH COUNTY

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

36. PERFORMANCE STANDARD

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

/////////////////[END OF GENERAL TERMS AND CONDITIONS]////////////////

[THIS PAGE WAS LEFT INTENTIONALLY BLANK]

EXHIBIT A

DEFINITION OF SERVICES

Project Description and Scope of Work

Project Location:

951 Low Gap Road
Ukiah, CA 95482

Program (Refer to attached Attachment B: Facilities Space Program):

The project will consist of the following:

60-Bed (Rated) Housing Unit, including program space.

Medical/Dental/Mental Health Clinic.

Respiratory Isolation cell with anteroom.

Safety Cell

Contact visitation space (Separate building, refer to attached plans).

Recreation yards.

Total Gross Building Area: 21,000 to 22,500 GSF

Sustainability:

The sustainability design for this Project will be equivalent to Leadership in Energy and Environmental Design (LEED) "Silver," if feasible and attainable within the County's funding capacity for this Project.

Utilities:

Primary utilities are being provided on-site. Connection and distribution are included in the scope of this project.

Project Schedule:

Pre-Design:	2 to 4 months
Schematic Design:	5 months
Design Development:	6 months
BSCC Preliminary Plan Review:	4 months (Assumed)
Construction Documents:	8 months
Agency Review:	5 months (Assumed)
Bidding:	4 months
Construction (Including Close-Out):	18 months
Total Durations:	54 months

EXHIBIT A, Page 2

DEFINITION OF SERVICES

Pre-Design Services:

1. Program Validation
 - a. Meeting with County Team to review and validate the facilities program.
 - b. Update program to incorporate any adjustments
 - c. Review facilities space program, functional and operational goals for medical and mental health facilities.
2. Evaluate Existing Conditions Documentation
 - a. Review existing facilities and utility documentation provided by the County.
 - b. Determine if additional information is required to support Project design.
3. Boundary and Topographic Survey
 - a. Prepare a topographic and boundary survey to confirm the site boundary, existing topography and visible surface utility locations for the limits as shown in the attached Site Area Diagram. Deliverable will be 24" x 36" hard copies, plus digital files in AutoCAD and Acrobat (pdf).
4. Site Analysis
 - a. The site analysis will inform the relationship between the building and the site including the "Alternate site".
 - b. Visit site to become familiar with the site features.
 - c. The site analysis will include: (define) views, solar/shadow, climate, vegetation, surrounding cultural and social context, surrounding building typology, traffic patterns, surrounding materials.
5. Exterior noise impact studies:
 - a. Make acoustical measurements of back ground (ambient) sound levels at or near the project site.
 - b. Assess current and future on-site noise generators that may impact building occupants.
6. Conceptual Site Utility Study:
 - a. Consultant shall identify wet and dry utilities and capacities. Based on the topographic mapping and available utility reference maps

EXHIBIT A – Page 3

DEFINITION OF SERVICES

provided by the County, Consultant shall prepare a base map showing locations of existing utilities, and likely service connection points for the original building location and the alternative location.

7. Geotechnical Investigation & Report

- a. Perform a limited geologic literature review to aid in evaluating the geologic and seismic conditions present at the site. Review previous geotechnical reports for projects in the area.
- b. Perform a site reconnaissance to determine access and mark out the proposed exploration locations. Notify subscribing utility companies via Underground Service Alert (USA) a minimum of two working days (as required by law) prior to performing exploratory excavations at the site.
- b. Retain the services of a private utility locator to further identify onsite underground utilities near our proposed boring locations.
- d. Pay required fees and obtain a drilling permit from the Mendocino County Environmental Health Department (MCEHD).
- e. Perform up to 6 borings within the proposed building footprints and other areas of proposed improvements using a truck mounted drill rig equipped with hollow-stem augers to depths ranging from 15 to 50 feet.
- f. Upon completion, borings will be backfilled with cement grout in accordance with the MCEHD permit requirements. Excess drill cuttings will be spread onsite.
- g. Obtain representative soil samples from the borings.
- h. Log the borings in accordance with the Unified Soil Classification System (USCS).
- i. Perform laboratory tests to evaluate the index and engineering properties of site soils, we anticipate the following laboratory tests:
 - i. In-situ moisture/density, American Society for Testing and Materials (ASTM) D2937 Test Procedure;
 - ii. Grain size distribution, ASTM D1140 and D422;
 - iii. Atterberg limits, ASTM D4318 and or Expansion Index ASTM D4829;
 - iv. Shear strength, ASTM D2850 or D3080;
 - v. Maximum dry density/optimum moisture content, ASTM D1557;

EXHIBIT A – Page 4

DEFINITION OF SERVICES

- vi. Expansion Index, ASTM 4829/UBC 29-2; and
 - vii. Soil corrosion parameters (pH, resistivity, sulfate, chloride), Caltrans Test Methods (CTM) 417, 422, and 643.
 - viii. R-Value, CTM 301
- j. Evaluate the field and laboratory testing data and develop geotechnical recommendations and design parameters for the project as presently proposed. We will prepare a summary report with our findings, conclusions, and recommendations. The report will include:
- i. Site Plan showing the locations of our explorations;
 - ii. Logs of the exploratory borings, including depth to groundwater (if encountered);
 - iii. Laboratory test results;
 - iv. Seismic hazard evaluation (faulting, liquefaction potential, etc.);
 - v. Summary of geotechnical constraints and mitigation alternatives (if necessary);
 - vi. Anticipated excavation characteristics;
 - vii. Site preparation and earthwork recommendations;
 - viii. Suitability of onsite materials for use as engineered fill, import fill recommendations;
 - ix. Utility trench excavation and backfill recommendations;
 - x. Foundation recommendations, including suitable foundation type(s), allowable bearing capacity, minimum embedment depths, anticipated settlement;
 - xi. Slab-on-grade recommendations;
 - xii. Lateral earth pressures;
 - xiii. Seismic design criteria (2016 California Building Code, Chapter 16);
 - xiv. Pavement design recommendations;
 - xv. Exterior flatwork recommendations; and
 - xvi. Screening-level soil corrosion potential.
8. Conceptual Design:
- a. Study alternate placement and configuration of the project and make recommendation for County review and approval. The approved configuration will be used as the basis for all subsequent phases of work.
 - b. Provide and analyze blocking and massing concepts that meet the program (objectives and goals).
 - c. Develop budget cost model for each alternative.

EXHIBIT A – Page 5

DEFINITION OF SERVICES

- d. Facilitate a one-day design charrette to present the concept. The COUNTY will provide feedback for further development of the concept. The design concept addresses basic building systems as necessary to define the project budget cost model.
 - e. Finalize the conceptual design based on the COUNTY selected location and configuration.
9. Continued State Agency Coordination Support
- a. Continue to assist the County in the preparation, updating and scheduling of State required documentation, submittals and reviews.
10. Progress Meetings
- a. Attend weekly progress meetings with the County team. These meetings will be conducted using GoToMeeting.
11. Deliverables:
- a. Bound report documenting the design considerations, planning options and basis for selection of one planning option.
 - b. Geotechnical investigation report (bound and digital).
 - c. Topographic survey in digital format.

Basic Services:

A. Schematic Design

1. Sustainability:

- a. Meet with COUNTY to determine sustainability goals for the project.
- b. Prepare a report that includes a LEED scorecard describing each credit and/or strategy. The report should include action items, define responsibility for action items/credits and determine economic feasibility of achieving credits.

2. Construction and Budget Estimates:

- a. Prepare a preliminary and a final schematic design estimate. The estimator shall include time to consult with the design team to evaluate design options and systems selections as necessary to manage the Project Budget.

EXHIBIT A – Page 6

DEFINITION OF SERVICES

3. Design & Documentation

- a. Prepare and present a schematic design that demonstrates and validates option for achieving the project definition.
- b. Civil documentation:
 - (1) Topographic survey at a minimum scale of 1" = 20'-0".
 - (2) Preliminary on-site layout that includes grading, site utilities and improvements at a minimum scale of 1" = 20'-0".
- c. Landscape Architecture requirements:
 - (1) Preliminary site layout that includes conceptual planting and hardscape elements at a minimum of 1" = 20'-0".
 - (2) Landscape materials board.
- d. Architectural requirements:
 - (1) Code analysis sheet
 - (2) Site development plan at a minimum scale of 1" = 20'-0".
 - (3) Floor plan(s) at a minimum scale of 1/8" = 1'-0"
 - (4) Roof plan at a minimum scale of 1/8" = 1'-0"
 - (5) Building elevations at a minimum scale of 1/8" = 1'-0"
 - (6) Building section(s) at a minimum scale of 1/8" = 1'-0"
 - (7) Study Renderings – 2
- e. Submit preliminary structural drawings including foundation and framing plans.
- f. Submit preliminary mechanical drawings including location of major equipment, routing of primary ductwork, primary water and waste lines. Preliminarily size mechanical equipment and plumbing lines.
- g. Submit preliminary electrical drawings for normal and emergency power indicating locations of major equipment and a single line diagram.
- h. Submit preliminary communications drawings.
- i. Submit preliminary security drawings.

EXHIBIT A – Page 7

DEFINITION OF SERVICES

- j. Submit a Design Narrative Report that describes the basis for design used by each discipline:
 - (1) Site Utilities and Improvement
 - (2) Landscaping
 - (3) Architecture including building envelope, interior systems/finishes, accessibility, code criteria, program reconciliation, room data sheets.
 - (4) Structural systems
 - (5) Mechanical systems including heating, ventilation and air conditioning (HVAC), plumbing and fire protection
 - (6) Electrical power (normal and emergency), data and communications
 - (7) Security systems and equipment
 - (8) Food service and laundry equipment and systems
 - (9) Acoustics and Audio/Visual
 - (10) LEED scorecard update with a narrative of strategies and action items.
 - (11) Outline specifications.
 - (12) Furniture and equipment schedules, including medical.
 - (13) Material and color boards.
 - k. Submit preliminary energy model. Provide preliminary energy analysis to inform building concept development, refine energy analysis, and revise for the schematic design.
 - l. Assist the COUNTY in developing the Owner's Performance Requirements (OPR)
 - m. The final Schematic Design cost estimate shall be prepared following the Unifomat.
 - n. Meet with COUNTY and public to present schematic design for public input. Review massing, materials and articulation.
 - o. Meet with COUNTY to present final schematic design.
- B. Board of State and Community Corrections ("BSCC")/ Office of the State Fire Marshall ("OSFM") Schematic Design Review
- 1. Meet with the BSCCC and OSFM for an over-the-shoulder review of the schematic design. Assist the County with Submittal of the County's Operational Program Statement (OPS).
 - 2. Respond to questions and information requests.

EXHIBIT A – Page 8

DEFINITION OF SERVICES

C. Design Development

1. Develop the design based on the approved schematic design to refine, integrate and coordinate the design in preparation for the design intent documents.
2. Refine the design based on the COUNTY's schematic design review.
3. Respond in writing to COUNTY's schematic design comments.
4. Meet with applicable review agencies for preliminary review of design intent.
5. Meet with COUNTY to refine materials, finishes and systems.
6. Acoustic scope of work.
 - a. Exterior Sound Isolation
 - b. Environmental Noise Impact Studies
 - c. Mechanical System Noise & Vibration Control
 - d. Interior Sound Isolation
7. Submit civil drawings that include:
 - a. Topographic survey at a minimum scale of 1" = 20'-0".
 - b. On-site layout that includes site utilities (water, fire protection systems, sanitary sewer, storm drainage systems, site gas, electrical power and communication systems), improvements, grading, paving and other appurtenances at a minimum scale of 1" = 20'-0".
8. Submit landscape drawings that include:
 - a. Site layout that includes coordinated landscape elements at a minimum of 1" = 20'-0"
 - b. Site planting plan that includes planting elements
 - c. Site irrigation plan that includes control type and location and main lines and valves.
9. Submit architectural drawings that include:
 - a. Title sheet
 - b. Code analysis sheet

EXHIBIT A – Page 9

DEFINITION OF SERVICES

- c. Site development plan at a minimum scale of 1" = 20'-0".
 - d. Standard and key site details
 - e. Floor plan(s) at a minimum scale of 1/8" = 1'-0"
 - f. Roof plan at a minimum scale of 1/8" = 1'-0"
 - g. Reflected ceiling plan at a minimum scale of 1/8" = 1'-0"
 - h. Building elevations at a minimum scale of 1/8" = 1'-0"
 - i. Building section(s) at a minimum scale of 1/8" = 1'-0"
 - j. Wall Sections
 - k. Preliminary opening schedule
 - l. Preliminary finish schedule
 - m. Enlarge fixed furnishing & equipment plans at a minimum scale of 1/4" = 1'-0"
 - n. Interior elevation(s) at a minimum scale of 1/4" = 1'-0"
 - o. Study Renderings – 2
10. Submit structural drawings that include:
- a. General notes
 - b. Foundation plan at a minimum scale of 1/8" = 1'-0"
 - c. Framing plan(s)
 - d. Structural section
11. Submit mechanical drawings that include:
- a. General notes
 - b. Mechanical plan(s) at a minimum scale of 1/8" = 1'-0" indicating equipment, fixtures, major duct runs, registers, and piping equal to or greater than 2 inches.
 - d. Equipment and fixture schedules
12. Submit electrical and low-voltage drawings that include:
- a. General notes
 - b. Electrical site plan at a minimum scale of 1" = 20'-0" indicating power systems, communication systems, security systems and site lighting.
 - c. Electrical plan(s) at a minimum scale of 1/8" = 1'-0" indicating equipment, power devices, communication devices, life/safety devices, and lighting fixtures.
 - d. Single line diagram
 - e. Preliminary panel schedules
13. Submit security/ low-voltage drawings that include:
- a. General notes
 - b. Security site plan at a minimum scale of 1" = 20'-0"

EXHIBIT A – Page 10

DEFINITION OF SERVICES

c. Security plan(s) at a minimum scale of 1/8" = 1'-0" indicating equipment and security device

d. Single line diagram

14. Submit audio/visual drawings and equipment cut sheets

15. Submit specification with track changes.

16. Submit color, finish and material board.

17. Submit specialty cut sheets

18. Submit HVAC and plumbing equipment and fixture cut sheets

19. Submit electrical fixture cut sheets

20. Submit furniture and furnishings schedules and cut sheets.

21. Submit medical equipment schedules and cut sheets.

22. Prepare a preliminary and a final design development estimate. The estimator shall include time to consult with the design team to evaluate design options and systems selections as necessary to manage the Project Budget.

23. Meet with COUNTY and public to present design development for public input. Review massing, materials and articulation.

D. BSCC/OSFM Preliminary Plan Review

1. Assist the County with submittal of Design Development documents and the County's Staffing Plan, for preliminary plans review by the BSCC and OSFM.

2. Respond to questions and information requests.

E. Construction Documents

1. Develop the design intent based on the approved design development to document the design for the bidding/buy-out, agency review and the construction implementation.

2. Refine the design based on the COUNTY's design development review.

EXHIBIT A – Page 11

DEFINITION OF SERVICES

3. Respond in writing to COUNTY's design development and construction document comments.
4. Acoustic scope of work.
 - a. Exterior Sound Isolation
 - b. Environmental Noise Impact Studies
 - c. Mechanical System Noise & Vibration Control
 - d. Interior Sound Isolation
5. Provide submittals at 50% and 95% Construction Documents.
6. Submit civil documentation that includes:
 - a. General notes
 - b. Topographic survey at a minimum scale of 1" = 20'-0".
 - c. On-site layout at a minimum scale of 1" = 20'-0" that includes above ground appurtenances (roads, curbs, paving and fencing).
 - d. Erosion control plans
 - e. Erosion control details
 - f. Site clearing plan and details
 - g. Site grading and drainage plan at a minimum scale of 1" = 20'-0".
 - h. Grading sections.
 - i. On-site utility plan (water, fire protection systems, sanitary sewer, storm drainage systems, site gas at a minimum scale of 1" = 20'-0"
 - j. Project specific details
7. Submit landscape architecture documentation that includes:
 - a. Site layout that includes coordinated landscape elements at a minimum of 1" = 20'-0
 - b. Site planting plan that includes planting elements
 - c. Site irrigation plan that includes control type and location and main lines and valves.
 - e. Project specific details
8. Submit architectural documentation that includes:
 - a. Title sheet
 - b. Site plan at a minimum scale of 1" = 20'-0".
 - c. Site details

EXHIBIT A – Page 12

DEFINITION OF SERVICES

- d. Code analysis sheet
 - e. Floor plan(s) at a minimum scale of $1/8" = 1'-0"$
 - f. Roof plan at a minimum scale of $1/8" = 1'-0"$
 - g. Reflected ceiling plan at a minimum scale of $1/8" = 1'-0"$
 - h. Building elevations at a minimum scale of $1/8" = 1'-0"$
 - i. Building section(s) at a minimum scale of $1/8" = 1'-0"$
 - j. Wall Sections
 - k. Opening schedule
 - l. Finish schedule
 - m. Enlarge floor plans at a minimum scale of $1/4" = 1'-0"$
 - n. Interior elevation(s) at a minimum scale of $1/4" = 1'-0"$
 - o. Partition types
 - p. Exterior details
 - q. Interior details
 - r. Opening details
 - s. Fixed furnishing & equipment plans at a minimum scale of $1/4" = 1'-0"$
 - t. Floor finish plan
9. Submit structural documentation that includes:
- a. General notes
 - b. Foundation plan at a minimum scale of $1/8" = 1'-0"$
 - c. Framing plan(s)
 - d. Structural sections
 - e. Project specific details
10. Submit mechanical documentation that includes:
- a. General notes
 - b. Mechanical and plumbing plan(s) at a minimum scale of $1/8" = 1'-0"$ indicating equipment, fixtures, all duct runs, registers, and piping.
 - c. Equipment and fixture schedules
 - d. Piping diagrams
 - e. Control diagrams
 - f. Project specific details
11. Submit electrical documentation that includes:
- a. General notes
 - b. Electrical site plan at a minimum scale of $1" = 20'-0"$ indicating power systems, communication systems and site lighting.
 - c. Electrical plan(s) at a minimum scale of $1/8" = 1'-0"$ indicating equipment, power

EXHIBIT A – Page 13

DEFINITION OF SERVICES

devices, communication devices, life/safety devices, security devices (cameras, controls, intercoms), lighting fixtures.

- d. Single line diagram
- e. Panel schedules
- f. Project specific details
- g. Enlarged room layout
- h. Security electronics block diagrams

12. Submit security documentation that includes:

- a. General notes
- b. Site plan at a minimum scale of 1" = 20'-0"
- c. Plan(s) at a minimum scale of 1/8" = 1'-0" indicating security devices (cameras, controls, etc.).
- d. Single line diagram
- e. Project specific details
- f. Enlarged room layout
- g. Security electronics block diagrams

13. Submit audio/visual drawings and equipment cut sheets

14. Submit technical specification for Divisions 02 through 33, as applicable. Specifications will be submitted in Microsoft Word format, with track changes enabled.

- a. Commissioning specifications: incorporate commissioning measures in Division 22 and 23 specification sections.

15. Prepare and submit final civil, structural, mechanical and electrical calculations.

- a. Civil: Prepare hydrology and hydraulic calculations to support the proposed drainage design. This work includes calculation for storm drain, detention and water-quality BMP's. This work does not include any analysis on the existing creek. Prepare hydraulic calculations for the on-site fire and domestic water systems to confirm the pipelines and appurtenances are properly sized to convey the anticipated water demands. Prepare hydraulic calculations for the on-site sanitary sewer system to confirm the pipeline is properly sized to convey the anticipated flows for the project.

16. Submit revised color, finish and material board.

17. Submit revised specialty cut sheets

EXHIBIT A – Page 14

DEFINITION OF SERVICES

18. Submit revised HVAC and plumbing equipment and fixture cut sheets
19. Submit revised electrical fixture cut sheets
20. Submit furniture and equipment schedules, catalog data and specifications.
21. Submit a construction level cost estimate in Unifomat at the 50% and Final Construction submittal.
22. Submit 95% Construction Documents to applicable review agency
23. Develop and submit Storm Water Pollution Prevention Plan(SWPPP). Prepare a SWPPP incorporating Best Management Practices (BMPs) into the project, as required by the Regional Water Quality Control Board (RWQCB) for projects disturbing land greater than one (1) acre. This plan is also intended to satisfy the County's requirements for erosion control.
24. Submit Notice of Intent

F. Agency Review

1. Applicable Review Agency: Board of State and Community Corrections, Office of the State Fire Marshal and COUNTY.
2. Assist with determining approximate agency fees including plan check fees, and building permit fees.
3. Develop Final Construction Documents in response to agency review comments for approval and permitting (back check and approval).
4. Respond in writing to agency review comments.
5. Develop and submit plan review and permit forms.
6. The COUNTY will pay for all plan check and permit fees.

G. Bidding

1. The COUNTY will be responsible for bidding including reproduction, the bidding

EXHIBIT A – Page 15

DEFINITION OF SERVICES

requirements, contract forms and contract conditions. The CONTRACTOR and engineers will assist the COUNTY in responding to the bidders' questions and developing addenda. The CONTRACTOR and engineers, as appropriate, will attend the pre-bid conference.

2. The CONTRACTOR will assist the COUNTY in soliciting competitive bids or direct negotiations with up to three recommended contract furnishing dealers. The COUNTY will be responsible for procurement, including final selections, negotiations and agreements.

H. Construction Support

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

EXHIBIT A – Page 16

DEFINITION OF SERVICES

Prepare and submit agency post approval documents to the agency office or agency field review staff.

9. Requests for Deviation fixes, alternate means of construction and unforeseen field conditions will not be reviewed and responded to, unless additional services are approved by the COUNTY.
10. Commissioning plan: The General Contractor will produce the Commissioning Plan in accordance with the commissioning specifications.

I. Project Close-out

1. The CONTRACTOR and engineers will provide a field review to develop and prepare a punch-list after the construction contractor is satisfied that the requirements of the contract documents are complete. The punch-list will note any items found to be in non-compliance to the contract document. After the construction contractor, has completed of all the punch-list items, the CONTRACTOR and engineers will provide a final field review.

J. Meetings:

The following estimate of meetings and durations are provided to establish a basic understanding of the anticipated engagement throughout the Project. Minor adjustments in the number and duration of meetings will not represent a change in scope. If, however, a significant increase in the number, frequency and duration of meetings are requested by the County will require additional compensation.

1. Pre-Design

Meeting Name	Number	Duration/Location	Personnel
Kick-off & Goals	1	4 hours Mendocino	Client, Principal-In-Charge (PIC)Project Manager (PM), Planner
Site Visit	1	8 hours Mendocino	Client, PIC, PM, Planner, PC, Civil, Landscape, Electrical, Mechanical
Program Validation with Staff	1	4 hours Mendocino	Client, PIC, PM, Planner
Design Team Coordination	1	2 hours N&L/GTM	PM, Planner, PC, All Consultants, Cost

EXHIBIT A – Page 17

DEFINITION OF SERVICES

Design Charrette	1	8 hours Mendocino	Client, PIC, PM Planner, PC
Client Project Team Meetings	6	1 hour Telecon	Client, PIC, PM, Planner

2. Design Development

Meeting Name	Number	Duration/Location	Personnel
Phase Kick-off & Work Plan	1	4 hours N & L	Client, Principal-In-Charge (PIC)Project Manager (PM), Planner, Project Coordinator (PC), All Consultants
Site Visit	1	8 hours Mendocino	Client, PIC, PM, Planner, PC, Civil, Landscape, Electrical, Mechanical
Sustainability Charrette	1	8 hours Mendocino	Client, PIC, PM Planner, PC, Civil, Landscape, Mechanical, Electrical Cost
Design Charrette	1	8 hours Mendocino	Client, PIC, PM, Planner, PC, All Consultants
Design Team Coordination	8	2 hours N&L/GTM	PM, Planner, PC, All Consultants, Cost
Preliminary Agency Review BSCC & OSFM	1	2 hours BSCC/SFM	Client, PIC, PM, Planner, PC
County Preliminary Agency Review	1	8 hours Mendocino	Client, PM, PC, Civil
Client Project Team Meetings (on site)	4	8 hours Mendocino	Client, PIC, PM, Planner
Client Project Team Meetings (Go To Meeting)	4	1 hour GTM	Client, PIC, PM, Planner

EXHIBIT A – Page 18

DEFINITION OF SERVICES

3. BSCC/OSFM Preliminary Plan Review

Meeting Name	Number	Duration/Location	Personnel
Preliminary Agency Review BSCC	1	2 hours BSCC	Client, PIC, PM, Planner, PC
State “All Hands” Progress Meetings	2	2 hours each BSCC	Client, PIC, PM, PC
Client Project Team Meetings (Go To Meeting)	4	1 hour GTM	Client, PIC, PM, Planner

4. Construction Documents

Meeting Name	Number	Duration/Location	Personnel
Phase Kick-Off & Work Plan	1	6 hours N&L	Client, PIC, PM, PC, All Consultants
Design Team Coordination	8	2 hours N&L/GTM	PM, PC, All Consultants
50% CD Design Review	1	8 hours Mendocino	Client, PIC, PM, PC
95% CD Design Review	1	8 hours Mendocino	Client, PIC, PM, PC
Client Project Team Meetings (On Site)	6	8 hours Mendocino	Client, PIC, PM, Planner
Client Project Team Meetings (Go To Meeting)	6	1 hour GTM	Client, PIC, PM, Planner

5. Agency Working Drawing Review

Meeting Name	Number	Duration/Location	Personnel
Preliminary Agency Review BSCC	1	2 hours BSCC	Client, PIC, PM, Planner, PC
State “All Hands” Progress Meetings	2	2 hours each BSCC	Client, PIC, PM, PC
Client Project Team Meetings (Go To Meeting)	4	1 hour GTM	Client, PIC, PM, Planner
County Coordination	4	2 hours each N&L/GTM	PIC, PM, PC

EXHIBIT A – Page 19

DEFINITION OF SERVICES

6. Bidding

Meeting Name	Number	Duration/Location	Personnel
Pre-Bid Conference	1	2 hours Mendocino	PIC, PM, PC

7. Construction Support

Meeting Name	Number	Duration/Location	Personnel
Pre-Construction Conference	1	4 hours Mendocino	PM, PC
Site Visits	24	8 hours Mendocino	PC
Weekly Progress Meetings Teleconference	60	1 hour GTM	Client, PM, PC
Punch List	2	32 hours Mendocino	PC, Support

K. Additional Services Not Included:

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

1. CONTRACTOR shall not be responsible for the reproduction of design documentation required for bidding and construction purposes.
2. CONTRACTOR shall not be responsible for the preparation of any change orders from the General Contractor.
3. Any, and all fees associated with building department application and review, and/or other agency permitting requirements.
4. Supplemental survey services required as the project progresses through design.
5. Scope of work stated herein assumes that the authority having jurisdiction will not require accessible path of travel improvements to existing buildings and site that are outside of the scope of the project and new construction.
6. Construction phase geotechnical testing and observation services.

EXHIBIT A – Page 20

DEFINITION OF SERVICES

7. Extensive site work and site investigation to determine hidden conditions.
8. Potholing, construction staking and related office computation/ control work.
9. Preparation of easement, right-of-way or land dedication documents.
10. Off-site utility capacity studies/area-wide (offsite) drainage studies/hydraulic and/or hydrologic analysis of the existing creek.
11. Processing through regulatory agencies (i.e. Army Corps of Engineers) and/or permitting (i.e. 404 permitting). It is assumed that no work will occur within the regulatory waterway (Orrs Creek).
12. Design of booster pump/lift stations.
13. Preparation and processing of encroachment permits.
14. Shoring or trenching plans. Traffic control plans.
15. Design of post-construction storm water interceptors, vegetative swales, sand filters, etc. accepted as noted above.
16. Gray water design for irrigation.
17. Tree removal permits, mitigation plans and/or determination of associated mitigation fees.
18. Design of frontage improvements or off-site improvements or design required for future or additional phases of work.
19. Design of temporary construction utilities, lay-down yards, or phasing plans.
20. CEQA Documentation/processing and/or services related to wetland and endangered species.
21. Upgrade design of any existing electronic security and low voltage system.
22. Design of any integration or interfaces to any existing electronic systems.
23. Inmate Video Visitation Systems.
24. Perimeter fence detection/protection system.

EXHIBIT A – Page 21

DEFINITION OF SERVICES

25. Personal alarm locating system (wireless).
26. Two radio communications system.
27. Design Services to provide alternate bid items and descriptions of phased construction. Construction will be completed in one (1) phase of development.
28. Preparation of bulletins for revisions and changes requested by the COUNTY.
29. Revisions of approved design and construction documents to accommodate changes when so directed by the COUNTY.
30. Rework required to the design and construction documents for changes in code requirements that occur during any phase of the project.
31. Preparation of owner's operational cost studies.
32. Mechanical design services related to hydraulic calculation of detailed pipe sizing and design of fire sprinkler system (CONTRACTOR will provide a performance specification type design for the fire sprinkler system).
33. Services necessary to correct defects in, or damage to, the project caused by the GENERAL CONTRACTOR.
34. Value engineering sessions or review of GENERAL CONTRACTOR proposed cost cutting recommendations.
35. Services related to potential soil or water contamination or unsuitable soils.
36. Preparation of as-built drawings during and after completion of construction.
37. Construction management services
38. Geotechnical observation and testing services during construction.
39. Hazardous materials sampling, testing and recommendation services.
40. Material testing and inspection services.
41. Physical design models.

EXHIBIT A – Page 22

DEFINITION OF SERVICES

- 42. Life cycle cost analysis and energy effectiveness studies.
- 43. Work involved in securing utility company rebates.
- 44. Design of building management systems.
- 45. Preparation of maintenance and operations manuals.
- 46. Partnering sessions.
- 47. Existing equipment inventory.
- 48. Furniture, fixtures and equipment procurement.
- 49. Mechanical smoke control system design and documentation.
- 50. Geomorphology investigations, analysis and reports.
- 51. Architectural and engineering services related to CEQA mitigation projects other than those specifically described herein.
- 52. LEED Submission to USGBC for certification.

//////////////////// [END OF DEFINITION OF SERVICES] //////////////////////

EXHIBIT B

PAYMENT TERMS

Construction Budget (Including site): \$22,000,000.00 (including owner's construction contingency).

Compensation for professional services shall be in the form of a fixed fee distributed by the following phases of work. Payment shall be made monthly in accordance with the percentage of completion. Additional services shall be negotiated using the hourly rate schedule included in this proposal.

1. Pre-Design Services

Architectural & Engineering	\$225,305.00
Geotechnical Investigation	\$15,675.00
Topographic Survey	\$22,700.00
Total Pre-Design Services	\$263,680.00

2. Basic Services:

Schematic Design	\$382,130.00
Design Development	\$625,000.00
BSCC/OSFM Preliminary Plan Review:	\$33,675.00
Construction Documents	\$799,050.00
Agency Review:	\$31,590.00
Bidding	\$69,490.00
Construction Support	\$703,185.00
Total Basic Services Fee	\$2,644,120.00

3. Hourly Billing Rate Schedule

POSITION	HOURLY RATE
Principal	\$280.00
Senior Project Manager	\$205.00
Senior Planner	\$200.00
Project Manager	\$180.00
Senior Project CONTRACTOR.....	\$175.00
Senior Project Coordinator	\$170.00
Project CONTRACTOR.....	\$165.00
Project Coordinator	\$155.00
Interior Designer	\$145.00
Senior Design Technician II	\$140.00
Senior Design Technician	\$130.00
Graphic Designer	\$120.00
Design Technician	\$115.00
Office Manager	\$120.00

EXHIBIT B - Page 2

PAYMENT TERMS

Project Administrator\$100.00
Administration\$85.00

Billing rates are subject to review and change on the anniversary date of the contract. Reimbursable expenses include reproductions, plotting, postage, shipping, meals, travel, lodging, models and renderings. Reimbursable expenses 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 53.5 cents per mile.

CONTRACTOR will submit monthly invoices addressed to:

Mendocino County
Sheriff's Office
951 Low Gap Road
Ukiah, CA 95482
Attn: Fiscal

Payments under this agreement shall not exceed Two Million, Nine Hundred Ten Thousand Dollars (\$2,910,000) for the term of this agreement.

//////////////// [END OF PAYMENT TERMS] //////////////////

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Professional Liability \$2,000,000 per claim and \$3,000,000 in the aggregate.
- b. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence and \$2,000,000 in the aggregate.
- c. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

////////////////////////////////////[END OF INSURANCE REQUIREMENTS]////////////////////////////////////

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact Margaret Yates yatesm@mendocinocounty.org or 707-234-6869.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na

Appendix A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Eric Fadness
(Type Name)

Principal
(Title)

[Signature]
(Signature)

Nacht & Lewis

(Organization Name)

600 Q Street, Suite 100
Sacramento, Ca. 95811

(Organization Address)




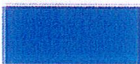
12-12-2017
(Date)





Attachment A Site Area Diagram



The diagram is not to scale and is provided to define the approximate scope for the survey and project design area. The “red” line defines the extent of the topographic survey.

Attachment B Facilities Space Program

Mendocino County 80 Bed Type II Facility		
Department		Net Departmental Area
Public Access, Visitation, Programs		1,130
Medical & Mental Health Services		1,320
Programs & Services		780
Housing		10,015
TOTAL NET DEPARTMENTAL AREAS		13,245
Departmental and Facility Circulation/Grossing Factor (65%)		8,609
TOTAL GROSS BUILDING AREA		21,854
Not including 1700 sf exterior covered area around visiting		
Not including 2100 sf exterior catwalk/stairs		

Mendocino County 80 Bed Type II Facility		
Department		Departmental Area (GSF)
Public Access, Visitation, Programs		1,300
Medical & Mental Health Services		1,716
Programs & Services		658
Housing		15,023
TOTAL NET DEPARTMENTAL AREAS		18,696
Facility Grossing Factor (15%)		2,834
TOTAL GROSS BUILDING AREA		21,730
Not including 1700 sf exterior covered area around visiting		
Not including 2100 sf exterior catwalk/stairs		

Attachment B – Page 2 Facilities Space Program

Required Spaces Per Title 15/24 Enforced by BSCC (see CBC Table 1231A)

Requirement	CBC Code Reference	Comment
-------------	--------------------	---------

Public Access, Visitation, Programs					
Space Name	# of Areas	Net Area	# of Persons	Total Area	Comments
Public Lobby					
Lobby	1	50		50	
Seating Area	1	50	4	200	
Public Counter	1	20		20	
Reception/Office	1	80		80	
Toilet Room	1	60		60	Single ADA - Unisex
Inmate Toilet	1	60		60	
Public/Attorney Visitation					
Private contact ADA	1	90		90	Non-contact
Private contact	5	54		270	Non-contact
Family/Contact Visitation	1	160		160	May also be used for programs for existing jail housing
Program Room	1	160		160	Serves existing jail housing
Subtotal (NSF)				1,130	
Building Grossing Factor	0.16			179	
Subtotal (GASF)				1,309	

Medical & Mental Health Services					
Space Name	# of Areas	Net Area	# of Persons	Total Area	Comments
Medical Housing					
Resp. Isol. Cell (with shower)	1	140	1	140	
Anteroom	1	70		70	
Safety Cell	1	60		60	
Clinic					
Inmate Toilet	1	60		60	
Exam Room	1	140		140	
Dental Exam/Procedure	1	170		170	Include secured med. storage, handwashing, TelePsych Cleaning, exams and extractions
Inmate Services Administration					
Nurse	1	160	2	160	
Shared Office	1	250	3	250	includes space for printing/scanning/records
Break Room	1	180		180	
Staff Toilet	1	60		60	
General Support					
Clean Utility	0	60		0	
Soiled Utility	0	60		0	
Equipment Storage	0	60		0	
Medical Records Storage	0	60		0	
Janitor	1	40		40	
Subtotal NSF				1,320	
Building Grossing Factor	0.30			396	
Subtotal DGSP				1,716	

Programs & Services					
Space Name	# of Areas	Net Area	# of Persons	Total Area	Comments
Inmate Programming					
Program/Classroom- Med (8-10)	4	180		720	for B.I., religious,
Inmate Toilet	1	60		60	
Subtotal (NSF)				780	
Building Grossing Factor	0.10			78	
Subtotal DGSP				858	

Housing					
Space Name	# of Areas	Net Area	# of Persons	Total Area	Comments
Administrative Housing					
Double Standard Cells	1	70		70	Double bunked
Single ADA Cell	1	90		90	Double bunked
Dayroom (per person)	2	35		70	Based on population
Janitor	1	20		20	
Shower- ADA	1	30		30	
Sink	1	15		15	
Mental Health Housing					
Single Standard Cells	5	70		350	Double bunked
Double Standard Cells	2	70		140	Double bunked
Single ADA Cell	1	90		90	Double bunked
Dayroom (per person)	10	35		350	
In-Dayroom Programming	1	200		200	
Janitor	1	20		20	
Shower- ADA	1	30		30	
Sink	1	15		15	
Video Visitation Kiosk	1	20		20	
Large Recreation Yard	1	600		600	counted as interior space
Medical Housing					
Single Standard Cells	5	70		350	Double bunked
Double Standard Cells	2	70		140	Double bunked
Single ADA Cell	1	90		90	Double bunked
Dayroom (per person)	10	35		350	
In-Dayroom Programming	1	200		200	
Janitor	1	20		20	
Shower- ADA	1	30		30	
Sink	1	15		15	
Video Visitation Kiosk	1	20		20	
Small Recreation Yard	1	400		400	counted as interior space
Maximum Security Housing					
Single Standard Cells	15	70		1,050	Double bunked
Double Standard Cells	4	70		280	Double bunked
Single ADA Cell	1	90		90	Double bunked
Dayroom (per person)	20	35		700	
In-Dayroom Programming	1	200		200	
Janitor	1	20		20	
Shower- ADA	1	30		30	
Sink	1	15		15	
Video Visitation Kiosk	1	20		20	
Large Recreation Yard	1	600		600	counted as interior space
Maximum Security Housing					
Single Standard Cells	15	70		1,050	Double bunked
Double Standard Cells	4	70		280	Double bunked
Single ADA Cell	1	90		90	Double bunked
Dayroom (per person)	20	35		700	
In-Dayroom Programming	1	200		200	
Janitor	1	20		20	
Shower- ADA	1	30		30	
Sink	1	15		15	
Video Visitation Kiosk	1	20		20	
Large Recreation Yard	1	600		600	counted as interior space
Housing Control					
Elevated Control Station	1	120		120	
Security Electronics	1	60		60	
Misc					
Janitor Room	1	50		50	
Elevator Machine Room	1	50		50	
Subtotal (NSF)					10,015
Building Grossing Factor					0.50
Subtotal DGSE					15,023