

# **COUNTY OF MENDOCINO STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Nacht & Lewis, hereinafter referred to as the "CONSULTANT".

## **WITNESSETH**

WHEREAS, the COUNTY issued Request for Proposals/Qualifications #23-19, hereinafter referred as RFP/RFQ, on June 19, 2019, for Architectural/ Engineering/ Environmental Services for Mendocino County Psychiatric Health Facility (PHF), Crisis Stabilization Unit (CSU), and Crisis Residential Treatment (CRT) facilities;

WHEREAS, Nacht & Lewis submitted a proposal and the proposal was rated the highest qualified scorer pursuant to the RFP/RFQ;

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 CONSULTANT for its Predesign, Design, and Construction Support services for Crisis Residential Treatment, Crisis Stabilization Unit, and Psychiatric Health Facility; and,

WHEREAS, CONSULTANT 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 CONSULTANT to provide the services described in Exhibit "A", and CONSULTANT 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
Attachment B1	Cost of Services Budget
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2022.

The compensation payable to CONSULTANT hereunder shall not exceed three million three hundred fifty-seven thousand five hundred sixty-eight dollars (\$3,357,568) for the term of this Agreement.



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Carmel J. Angelo  
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: ME-1713

Line Item: 862189

Grant: ☐ Yes ☒ No

Grant No.: n/a

CONSULTANT/COMPANY NAME

By: \_\_\_\_\_

Date: \_\_\_\_\_

NAME AND ADDRESS OF CONSULTANT:

Nacht & Lewis

600 Q Street, Ste 100

Sacramento, CA 95811

COUNTY OF MENDOCINO

Carre Brown  
By: \_\_\_\_\_  
CARRE BROWN, Chair  
BOARD OF SUPERVISORS

Date: DEC 18 2019

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

Karla Vautier  
By: DEC 18 2019  
Deputy

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

Karla Vautier  
By: \_\_\_\_\_  
Deputy DEC 18 2019

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
Acting County Counsel

Christian M. Curtis  
By: \_\_\_\_\_  
Deputy

Date: 11/13/2019

INSURANCE REVIEW:

Carmel J. Angelo  
By: \_\_\_\_\_  
Risk Management

Date: 11/14/19

EXECUTIVE OFFICE/FISCAL REVIEW:

Jonelle Rann  
By: \_\_\_\_\_  
Deputy CEO

Date: 11/14/19

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: \_\_\_\_\_



**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_

Budgeted: ☒ Yes ☐ No

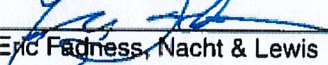
Budget Unit: ME-1713

Line Item: 862189

Grant: ☐ Yes ☒ No

Grant No.: n/a

**CONSULTANT/COMPANY NAME**

By:   
Eric Fadness, Nacht & Lewis

Date: 11-13-2019

**NAME AND ADDRESS OF CONSULTANT:**

Nacht & Lewis

600 Q Street, Ste 100

Sacramento, CA 95811

**COUNTY OF MENDOCINO**

By: \_\_\_\_\_  
CARRE BROWN, Chair  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

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

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

**COUNTY COUNSEL REVIEW:**

**APPROVED AS TO FORM:**

CHRISTIAN M. CURTIS,  
Acting County Counsel

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

**INSURANCE REVIEW:**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: \_\_\_\_\_  
Deputy CEO

Date: \_\_\_\_\_

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 CONSULTANT:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent Consultant. CONSULTANT 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 CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT 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.

CONSULTANT 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 CONSULTANT'S failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT 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.

CONSULTANT does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all 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 his/her 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 CONSULTANT is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT 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), Consultant 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 CONSULTANT'S negligent or reckless performance of its obligations under this AGREEMENT. "CONSULTANT negligent or reckless performance" includes CONSULTANT'S officers, employees, agents and subcontractors for whom contractor is legally responsible.
3. **INSURANCE AND BOND:** CONSULTANT shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT'S own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONSULTANT 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 CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, CONSULTANT 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 all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify Mendocino County Risk Manager's Office by telephone. CONSULTANT 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 CONSULTANT's sub-contractor, if any; (3) name and address of CONSULTANT'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. CONSULTANT 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 CONSULTANT as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONSULTANT for any reason, CONSULTANT 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 CONSULTANT under this Agreement or any other agreement.

In the event CONSULTANT 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 CONSULTANT 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 CONSULTANT under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONSULTANT to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.

8. **OWNERSHIP OF DOCUMENTS:** CONSULTANT 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 CONSULTANT, the CONSULTANT's subcontractors or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT 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, CONSULTANT 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 CONSULTANT'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 CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner 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  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482  
Attn: Carmel J. Angelo

To CONSULTANT: Nacht & Lewis  
600 Q Street, Ste 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: CONSULTANT 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: CONSULTANT certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONSULTANT 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. CONSULTANT 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, CONSULTANT 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 CONSULTANT shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONSULTANT and CONSULTANT's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT'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 CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONSULTANT, 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: CONSULTANT 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).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONSULTANT shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONSULTANT shall file copies of same with the County Executive Office.

CONSULTANT represents and warrants to COUNTY that CONSULTANT 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 CONSULTANT 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 require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONSULTANT shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT 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 CONSULTANT 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 CONSULTANT with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONSULTANT 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. CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 CONSULTANT without cause at any time upon giving to the CONSULTANT 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 CONSULTANT's work, the CONSULTANT 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, provided that the maximum amount payable to CONSULTANT for its Predesign, Design, and Construction Support services for Crisis Residential Treatment, Crisis Stabilization Unit, and Psychiatric Health Facility services shall not exceed \$3,357,568 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

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 CONSULTANT. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONSULTANT prior to CONSULTANT'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 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:** CONSULTANT 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 CONSULTANT 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 any of the Exhibits, 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. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, COUNTY may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** CONSULTANT 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. CONSULTANT shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONSULTANT 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: CONSULTANT warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONSULTANT PRODUCTS") to be provided by CONSULTANT in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONSULTANT 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 CONSULTANT PRODUCTS to the extent reasonably necessary to use the CONSULTANT PRODUCTS in the manner contemplated by this agreement.

CONSULTANT further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONSULTANT 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 CONSULTANT PRODUCT, CONSULTANT shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for COUNTY the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that 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

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

36. PERFORMANCE STANDARD

CONSULTANT 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 CONSULTANT's profession. County has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT 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 CONSULTANT's work by County shall not operate as a waiver or release. If County determines that any of CONSULTANT'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 CONSULTANT to meet with County to review the quality of the work and resolve matters of concern; (b) require CONSULTANT 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.

37. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

## EXHIBIT A

### DEFINITION OF SERVICES

#### PROJECT DESCRIPTION:

A. The project will consist of the following:

1. Crisis Residential Treatment Facility(ies) (CRT) – A facility or facilities, with a total capacity for up to 16-beds. The CRT may be constructed as a standalone 16-bed facility on county owned property, or as a remodel of one (1) or more single-family residences owned by the County. The facility(ies) will be licensed and regulated by the Department of Social Services (CDSS). *The location(s) and bed configuration(s) of the CRT(s) will be selected by the County in the Predesign Phase. The scope and fee for the CRT design and construction support services is based on remodeling up to three (3) single-family residences to accommodate up to 16 CRT beds. The scope of services and fees will be re-evaluated based on the results of the predesign phase.*
2. Crisis Stabilization Facility (CSU) – a licensed facility with capacity for 4 to 6 individuals, and their guests, for up to 23 hours and 59 minutes. The CSU may be constructed as a tenant improvement located in a commercial office building setting or collocated/integral with the Psychiatric Health Facility.
3. Psychiatric Treatment Facility (PHF) – A locked acute psychiatric inpatient facility licensed and regulated by the Department of Health Care Services (DHCS), with a capacity for up to 16-beds and designed to California Code of Regulations (CCR) Title 24, including California Building Code (CBC) Section 1228 Acute Psychiatric Hospitals. The facility will be standalone and constructed on County owned land.

B. Project Site(s): Site feasibility and selection of sites will be determined in the Predesign Phase.

C. Sustainability:

1. At a minimum, the project will be designed to meet Cal Green requirements. The 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.

D. Project Budgets:

1. Construction Budget: To be determined.

#### E. Project Schedule:

1. Prepare master Project schedule including all phases of work. This master Project schedule provides an overview of the entire Project and is supplemented by detailed design schedules. The schedule for design services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required for the COUNTY's review.
2. Project Milestones: The County and Consultant understand that the completion of services in compliance with the following project milestone dates is subject to the availability, timely selection and acquisition of feasible sites for the Crisis Residential Treatment Facility(ies), Crisis Stabilization Unit and the Psychiatric Health Facility.
  - a. **June 2020** – Complete Phase 1 – Predesign Report
  - b. **September 2021** – Complete construction of at least (1) one Crisis residential Treatment Facility of up to (10) beds, to satisfy CHFFA grant funding requirements.

#### PHASE I – PRE-DESIGN SERVICES:

- A. General: Conduct pre-design services to determine the functional space requirements, conceptual planning, site feasibility and selection, for the Crisis Residential Treatment Facilities, Crisis Stabilization Unit, and Psychiatric Health Facility.
- B. Architectural Programming
  1. Prepare and conduct pre-programming internet survey
  2. Kick-off and Project Visioning - One (1) half-day meeting to include Kick-off Meeting and workshop to develop mission statement, goals and objectives - with County stakeholders and service providers.
  3. Facility Tours – One and one-half (1.5) days coinciding with kick-off and project visioning – tour existing facilities suggested by consultant and selected by County. Visit up to (4) facilities total, selected by the County. (Assume facilities are within 2-hour driving distance of Ukiah.) Stakeholder debrief following tours.
  4. Two (2) day workshop – Visual programming and space planning with County Stakeholders, service provides, user groups and client (patients).
    - a. Interview with County behavioral health staff and service providers and begin information gathering, sampling of existing documentation, forms, data. Interviews will cover the following areas:
      - (1) Intake
      - (2) Triage
      - (3) Referral System



- (4) Mental Health Services: Evaluations (MHP, Psychiatric), Medication Services, Treatment Services (i.e. Individual, 1:1 support or therapy, Group therapy)
- (5) Clinics and Follow-Up Care
- (6) Treatment Planning
- (7) Crisis Intervention or Management
- (8) Suicide Prevention
- (9) Close Observation
- (10) Discharge Planning
- (11) Staff Training
- (12) Policies and Procedures
- (13) Total Mental Health Population (Male/ Female)
- (14) Segments: Acute; Moderate to Mild Mental illness or Non-Acute; Substance Abuse or Addictions
- (15) Operational Flow:
  - (a) Acute patients
  - (b) SMI (Stable)
  - (c) Non-Acute patients
  - (d) Substance Abuse/ Addictions Population
  - (e) Transition/ Step-down Unit for patients released from suicide watch
  - (f) Transition/ Step-down from Acute to Non-Acute
  - (g) Triaging process for mental health categories: Suicidal, Acute, Non-Acute
- (16) Mental Health Staffing

- 5. Prepare draft program - space lists and circulation diagrams, and preliminary layouts
- 6. One (1) half day meeting session to review draft program - facilities space program, functional and operational goals, staffing requirements.
- 7. Prepare final Program Document

#### C. Site Evaluation and Acquisition Assistance

- 1. Real Estate Search
  - a. Workshop (1 day) – Develop site criteria with County Stakeholders
  - b. Assist County with real estate search
- 2. Potential Site Evaluations – conduct the following tasks as necessary, for up to four (4) potential CRT properties and two (2) potential CSU sites, and one (1) potential PHF property in addition to the South Orchard Avenue property and the Frank R. Howard Hospital property in Willits.
  - a. Site reconnaissance
  - b. Preliminary fire and life safety and accessibility code analysis
  - c. Review city/county planning and zoning restrictions

- d. Public transportation analysis
- e. Site services and amenities analysis
- f. Climate, wind, and solar analysis
- g. Site acoustics analysis
- h. Test fit building footprint and parking analysis
- i. Evaluate existing utilities capacities; water, sewer, gas, and power.
- j. Flood analysis
- k. Operational Analysis
- l. Preliminary CEQA analysis - including Phase I Environmental for up to three (3) sites.

3. Workshop – Property evaluation and selection with County stakeholders

4. Site Feasibility and Selection Report

#### D. Conceptual Design:

- 1. Study alternate placements and configurations of the CRT, CSU, and PHF projects and make recommendations for County review and approval. The approved configuration(s) will be used as the basis for all subsequent phases of work.
- 2. Develop budget cost model for each alternative.
- 3. Facilitate a two-day design workshop to present the concepts. The COUNTY will provide feedback for further development of the concepts. The design concepts address the basic building systems as necessary to define the project budget cost model.
- 4. Finalize the conceptual design based on the COUNTY selected location and configurations.

#### E. Facility Licensing Review

- 1. Meeting with Department of Healthcare Services and other State licensing agencies.
- 2. Assist the County in the preparation, updating and scheduling of State required documentation, submittals and reviews.

F. CEQA Support - for a single CEQA document where a Mitigated Negative Declaration is appropriate, and analysis can be based on publicly available information. If a site warrants site specific surveys such as archeological, biological or a Traffic Impact Analysis, these services will be added by contract amendment. If an EIR is found to be required, the required services will be added by contract amendment.

1. Prepare IS/MND
2. Tribal Consultation
3. Appendix G. Checklist Analysis
4. CalEEMOD Air Quality and Vehicles Mile Traveled Analysis
5. Prepare Mitigated Negative Declaration and circulate to State Clearinghouse
6. Prepare Board of Supervisors (BOS) Staff Report and transmittal for staff review regarding Environmental Document.
7. Attend Board of Supervisors Hearing for Adoption of IS/MND
8. File Notice of Determination with State Clearinghouse and the N.C. Clerk Determination.

#### G. Boundary and Topographic Survey

1. Prepare detailed property survey for the County owned South Orchard Avenue site.
2. Topographic survey shall include property lines, recorded easements, rights of way, existing buildings, above grade construction, landscaping, fences, contours, existing visible surface utility locations and utilities routing, size and points-of-connection.
3. County to provide a Title report of Condition of Title Guarantee to add easements to the work product.

#### H. Geotechnical Investigation & Report

1. Perform a limited site reconnaissance and geotechnical evaluation for up to eight (8) potential development locations to include a limited geologic literature review to aid in evaluating the geologic and seismic conditions present at the sites and a review previous geotechnical reports for projects in the area. The results of our reconnaissance and review will be presented in a letter.
2. Perform a site reconnaissance of (1) development location 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.
3. Retain the services of a private utility locator (if needed) to further identify onsite underground utilities near our proposed boring locations.

4. Pay required fees and obtain a drilling permit from the Mendocino County Environmental Health Department (MCEHD).
5. Perform a design level geotechnical exploration for one (1) development site to include up to 6 borings within the proposed building footprints and other areas of proposed improvements using a truck or track mounted drill rig equipped with hollow-stem augers to depths ranging from 15 to 50 feet.
6. Upon completion, borings will be backfilled with cement grout in accordance with the MCEHD permit requirements. Excess drill cuttings will be spread onsite.
7. Obtain representative soil samples from the borings.
8. Log the borings in accordance with the Unified Soil Classification System (USCS).
9. Perform laboratory tests to evaluate the index and engineering properties of site soils, we anticipate the following laboratory tests:
  - a. In-situ moisture/density, American Society for Testing and Materials (ASTM) D2937 Test Procedure;
  - b. Grain size distribution, ASTM D1140 and D422;
  - c. Atterberg limits, ASTM D4318 and or Expansion Index ASTM D4829;
  - d. Maximum dry density/optimum moisture content, ASTM D1557;
  - e. Expansion Index, ASTM 4829/U BC 29-2; and
  - f. Soil corrosion parameters (pH, resistivity, sulfate, chloride), Caltrans Test Methods (CTM) 417, 422, and 643.
  - g. R-Value, CTM 301
10. Evaluate the field and laboratory testing data and develop geotechnical recommendations and design parameters for one (1) site. Our findings, conclusions and recommendations will be presented in a Geotechnical Hazards Report consistent with the requirements of California Geological Survey (CGS) Note 48 and will include:
  - a. Site Plan showing the locations of explorations;
  - b. Logs of the exploratory borings, including depth to groundwater (if encountered);
  - c. Representative geological cross sections;
  - d. Laboratory test results;
  - e. Site Specific Seismic hazard evaluation;
  - f. Summary of geotechnical constraints and mitigation alternatives;
  - g. Anticipated excavation characteristics;
  - h. Site preparation and earthwork recommendations;
  - i. Suitability of onsite materials for use as engineered fill, import fill recommendations;
  - j. Utility trench excavation and backfill recommendations;

- k. Foundation recommendations, including suitable foundation type(s), allowable bearing capacity, minimum embedment depths, anticipated settlement;
- l. Slab-on-grade recommendations;
- m. Lateral earth pressures;
- n. Seismic design criteria (2019 California Building Code, Chapter 16);
- o. Pavement design recommendations;
- p. Exterior flatwork recommendations; and
- q. Screening-level soil corrosion potential.

I. Progress Meetings

- 1. Attend weekly progress meetings with the County Stakeholder team. These meetings will be conducted using GoToMeeting.

J. Deliverables:

- 1. Bound report documenting the design considerations, planning options and basis for selection of one planning option.
- 2. Geotechnical investigation report (bound and digital).
- 3. Topographic survey in digital format.

K. 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

<b>Meeting Name:</b>	<b>Number</b>	<b>Duration/ Location</b>	<b>Personnel</b>
Project Visioning - Kick-off & Goals, Facility Tours	2	8 hours Mendocino	County Stakeholder Group, Principal-In-Charge (PIC) Project Manager (PM), Planners, Civil, CEQA
Programming Workshops (including Operations and Staffing review)	2	8 hours Mendocino	Client User Groups and Service Providers, PIC, PM, Planner, Mental Health Expert
Site Evaluation Workshop	1	8 hours Mendocino	Client, PIC, PM, Planner, PC, Civil, CEQA
Agency Meetings (Licensing, OSFM)	3	2 hours Sacramento	Client, PIC, PM, Planner, PC



Concept Design Workshop	1	8 hours Mendocino	Client User Groups and Service Providers, PIC, PM, Planner
Client Project Team Meetings	16	1 hour GTM	Client, PIC, PM, Planner

\*GTM (GoToMeeting)

## **PHASE II - DESIGN AND CONSTRUCTION SUPPORT SERVICES: Crisis Residential Treatment Facility (CRT)**

- A. General: Prepare design, documentation, and provide bidding and construction support services for remodeling up to (3) single-family residences to accommodate Crisis Residential Treatment beds. This scope of services is based on minor site and building improvements to comply with ADA accessibility requirements, minor reconfiguration of walls to accommodate CRT functional requirements, improvement or replacement of exterior and interior finishes, minor structural modifications, and upgrading or replacement of mechanical and electrical systems.
- B. Schematic Design
  1. Site Investigation:
    - a. Review and document existing condition.
    - b. Request available as-built drawings, if available.
    - c. Prepare as-built model in REVIT format.
  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.
  3. Design & Documentation
    - a. Prepare and present a schematic design that demonstrates and validates options for achieving the project definition.
    - b. Civil documentation:
      - (1) 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".
    - d. Architectural requirements:
      - (1) Code analysis sheet
      - (2) Site 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 – 3

- e. The final Schematic Design cost estimate shall be prepared following the Unifomat.
- f. Meet with COUNTY to present final schematic design.

### C. Construction Documents

1. Develop the design intent based on the approved schematic design to document the design for the bidding, agency review and the construction implementation.
2. Refine the design based on the COUNTY's schematic design review.
3. Respond in writing to COUNTY's schematic design and construction document comments.
4. Meet with the County to present final furniture selections and finishes.
5. Provide submittals at 50% and 95% Construction Documents.
6. Submit civil documentation that includes:
  - a. General notes
  - b. On-site layout at a minimum scale of 1" = 20'-0" that includes above ground appurtenances (roads, curbs, paving and fencing).
  - c. Site clearing plan and details
  - d. Site grading and drainage plan at a minimum scale of 1" = 20'-0".
  - e. Grading sections.
  - f. On-site utility plan (water, fire protection systems, sanitary sewer, storm drainage systems, site gas at a minimum scale of 1" = 20'-0"
  - g. 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.
  - d. 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
  - 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 describes project specific details.
  10. Submit mechanical documentation that describes project specific details.
  11. Submit electrical documentation that describes project specific details.
  12. Submit audio/visual drawings and equipment cut sheets.
  13. Applicable technical specifications will be provided on the drawings.
  14. Submit color, finish and material board.
  15. Submit specialty cut sheets.
  16. Submit HVAC and plumbing equipment and fixture cut sheets.
  17. Submit electrical fixture cut sheets.
  18. Submit furniture and equipment schedules, catalog data and specifications.
  19. Submit a construction level cost estimate in Uniformal at the 50% and Final Construction submittal.
  20. Submit 95% Construction Documents to applicable review agency.

#### D. Agency Review

1. Applicable Review Agency: Local Fire Authority 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.

#### E. Bidding

1. The COUNTY will be responsible for bidding including reproduction, the bidding requirements, contract forms and contract conditions. The architect and engineers will assist the COUNTY in responding to the bidders' questions and developing addenda. The architect and engineers, as appropriate, will attend the pre-bid conference.
2. The ARCHITECT 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.

#### F. 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 ARCHITECT and engineers will issue a site visit report for each site visit.
4. Progress Meetings – The architect will attend progress meetings via web-based conference call.
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 four (4) substitutions. Substitution requests beyond four will constitute an additional service.
7. Construction Submittals – The architect and engineers will review the submittals for compliance to the design intent. Submittals shall include the entire specification submittal requirements. Submittals will not be accepted that are

incomplete. After two re-submittals of the same submittal, any further review will be an additional service.

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

#### G. Project Close-out

1. The architect 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 architect and engineers will provide a final field review.
2. Assist the County with on-site verification of furniture installation.

#### H. 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. Schematic Design

<b>Meeting Name:</b>	<b>Number</b>	<b>Duration</b>	<b>Personnel</b>
Phase Kick-off & Work Plan	1	2-hours N&L	Client, Principal-In-Charge (PIC)Project Manager (PM), Planner, Project Coordinator (PC), All Consultants
Site Visit (3 Sites)	3	2 hours Mendocino	PC, Civil, Electrical, Mechanical, Structural
Initial Furniture Meeting	1	8 hours Mendocino	Client, PM, Planner, and Consultant (via GoToMeeting (GTM))
Design Workshop	2	8 hours Mendocino	Client, PIC, PM, Planner, PC
Design Team Coordination	2	2 hours N&L/GTM	PM, Planner, PC, All Consultants, Cost
Client Project Team Meetings (GoToMeeting)	2	1 hour GTM	Client, PIC, PM, Planner



## 2. Construction Documents

<b>Meeting Name:</b>	<b>Number</b>	<b>Duration</b>	<b>Personnel</b>
Design Team Coordination	2	2 hours N&L/GTM	PM, PC, All Consultants
Final Furnishings Selection	1	8 hours GTM	Client, PM, Planner
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 (GoToMeeting)	2	1 hour GTM	Client, PIC, PM, Planner

## 3. Agency Working Drawing Review

<b>Meeting Name:</b>	<b>Number</b>	<b>Duration</b>	<b>Personnel</b>
Preliminary Agency Review	1	2 hours Mendocino	Client, PIC, PM, Planner, PC
Client Project Team Meetings (GoToMeeting)	2	1 hour GTM	Client, PIC, PM, Planner
County Coordination	2	2 hours each N&L/GTM	PIC, PM, PC

## 4. Bidding

<b>Meeting Name:</b>	<b>Number</b>	<b>Duration</b>	<b>Personnel</b>
Pre-Bid Conference	1	2 hours Mendocino	PIC, PM, PC

## 5. Construction Support

<b>Meeting Name:</b>	<b>Number</b>	<b>Duration</b>	<b>Personnel</b>
Pre-Construction Conference	1	4 hours Mendocino	PC
Site Visits – Architect	4	1-hours on-site Mendocino	PC
Progress Meetings Teleconference	4	1 hours GTM	Client, PM, PC
Punch-list	1	2- hours Mendocino	PC, Support, Consultants

**PHASE III - DESIGN AND CONSTRUCTION SUPPORT SERVICES:  
Psychiatric Health Facility (PHF) and Crisis Stabilization Unit (CSU)**

- A. General: Prepare design, documentation, bidding and construction support services for a new Psychiatric Health Facility with an attached Crisis Stabilization Unit of approximately 20,000 GSF.
- B. 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. Meet with the County and stakeholder groups for initial furniture selection.
    - a. Assist the County with selection of furniture dealership for procurement.
  - 3. 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.
  - 4. 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.
- j. Submit a Design Narrative Report that describes the basis for design used by each discipline:
  - (1) Site Utilities and Improvements
  - (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 (performance)
  - (6) Electrical power (normal and emergency), data and communications, fire alarm (performance).
  - (7) Security systems and equipment
  - (8) Food service and laundry equipment and systems
  - (9) Acoustics
  - (10) Audio/Visual
  - (11) LEED scorecard update with a narrative of strategies and action items.
  - (12) Outline specifications.
  - (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 Uniformat.
- 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.

#### C. OSFM Schematic Design Review

- 1. Meet with the OSFM for an over-the-shoulder review of the schematic design.
- 2. Respond to questions and information requests.

#### D. 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. Meet with County to present preliminary options and furniture layouts.
  - a. Meet with the County to present finishes and final selections.
7. Acoustic scope of work.
  - a. Exterior Sound Isolation
  - b. Environmental Noise Impact Studies
  - c. Mechanical System Noise & Vibration Control
  - d. Interior Sound Isolation
8. 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".
9. 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.
10. Submit architectural drawings that include:
  - a. Title sheet
  - b. Code analysis sheet
  - 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  $\frac{1}{4}" = 1'-0"$
  - o. Study Renderings – 2
11. Submit structural drawings that include:
- a. General notes
  - b. Foundation plan at a minimum scale of  $\frac{1}{8}" = 1'-0"$
  - c. Framing plan(s)
  - d. Structural section
12. Submit mechanical and plumbing drawings that include:
- a. General notes
  - b. Mechanical plan(s) at a minimum scale of  $\frac{1}{8}" = 1'-0"$  indicating equipment, fixtures, major duct runs, registers, and piping equal to or greater than 2 inches.
  - c. Equipment and fixture schedules
13. 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  $\frac{1}{8}" = 1'-0"$  indicating equipment, power devices, communication devices, life/safety devices, and lighting fixtures.
  - d. Single line diagram
  - e. Preliminary panel schedules
14. Submit security/ low-voltage drawings that include:
- a. General notes
  - b. Security site plan at a minimum scale of  $1" = 20'-0"$ .
  - c. Security plan(s) at a minimum scale of  $\frac{1}{8}" = 1'-0"$  indicating equipment and security devices.
  - d. Single line diagram
15. Submit audio/visual drawings and equipment cut sheets
16. Submit specification with track changes.
17. Submit color, finish and material board.
18. Submit specialty cut sheets
19. Submit HVAC and plumbing equipment and fixture cut sheets
20. Submit electrical fixture cut sheets
21. Submit furniture and furnishings schedules and cut sheets.



22. Submit equipment schedules and cut sheets.
23. 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.
24. Meet with COUNTY and public to present design development for public input. Review massing, materials and articulation.

E. OSFM Plan Review

1. Assist the County with submittal of Design Development documents and the County's Staffing Plan, for preliminary plans review by the OSFM.
2. Respond to questions and information requests.

F. 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.
3. Respond in writing to COUNTY's design development and construction document comments.
4. Meet with the County to present final furniture selections and finishes.
5. Acoustic scope of work.
  - a. Exterior Sound Isolation
  - b. Environmental Noise Impact Studies
  - c. Mechanical System Noise & Vibration Control
  - d. Interior Sound Isolation
6. Provide submittals at 50% and 95% Construction Documents.
7. 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
8. 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.
  - d. Project specific details
9. Submit architectural documentation that includes:
- a. Title sheet
  - b. Site plan at a minimum scale of 1" = 20'-0".
  - c. Site details
  - 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
10. 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
11. 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
12. 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 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
13. 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
14. Submit audio/visual drawings and equipment cut sheets
15. Submit technical specification for Divisions 02 through 33, as applicable.  
Specifications will be submitted in Microsoft Word format, with track changes enabled.
16. 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. 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.
17. Submit revised color, finish and material board.

18. Submit revised specialty cut sheets
19. Submit revised HVAC and plumbing equipment and fixture cut sheets
20. Submit revised electrical fixture cut sheets
21. Submit furniture and equipment schedules, catalog data and specifications.
22. Submit a construction level cost estimate in Unifomat at the 50% and Final Construction submittal.
23. Submit 95% Construction Documents to applicable review agency.
24. 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.
25. Submit Notice of Intent

#### G. Agency Review

1. Applicable Review Agency: 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.

#### H. Bidding

1. The COUNTY will be responsible for bidding including reproduction, the bidding requirements, contract forms and contract conditions. The architect and engineers will assist the COUNTY in responding to the bidders' questions and developing addenda. The architect and engineers, as appropriate, will attend the pre-bid conference.
2. The ARCHITECT 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.

I. 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 ARCHITECT and engineers will issue a site visit report for each site visit.
4. Progress Meetings – The architect will attend bi-weekly progress meetings via web-based conference call.
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 architect and engineers will review the submittals for compliance to the design intent. Submittals shall include the entire specification submittal requirements. Submittals will not be accepted that are incomplete. After two re-submittals of the same submittal, any further review will be an additional service.
8. Agency Post Approval Documents (Addenda, Instruction Bulletins, Change Orders) – Prepare and submit agency post approval documents to the agency office or agency field review staff.
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.

J. Project Close-out

1. The architect 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 architect and engineers will provide a final field review.

2. Assist the County with on-site verification of furniture installation:

K. 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

<b>Meeting Name:</b>	<b>Number</b>	<b>Duration/ Location</b>	<b>Personnel</b>
Project Visioning - Kick-off & Goals, Facility Tours	2	8 hours Mendocino	County Stakeholder Group, Principal-In-Charge (PIC)Project Manager (PM), Planners, Civil, CEQA
Programming Workshops (including Operations and Staffing review)	2	8 hours Mendocino	Client User Groups and Service Providers, PIC, PM, Planner, Mental Health Expert
Site Evaluation Workshop	1	8 hours Mendocino	Client, PIC, PM, Planner, PC, Civil, CEQA
Agency Meetings (Licensing, OSFM)	3	2 hours Sacramento	Client, PIC, PM, Planner, PC
Concept Design Workshop	1	8 hours Mendocino	Client User Groups and Service Providers, PIC, PM, Planner
Client Project Team Meetings	16	1 hour Telecom	Client, PIC, PM, Planner

\*GTM (GoToMeeting)

## 2. Schematic Design

<b>Meeting Name:</b>	<b>Number</b>	<b>Duration</b>	<b>Personnel</b>
Phase Kick-off & Work Plan	1	8 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 Sacramento	Client, PIC, PM, Planner, PC, Civil, Landscape, Mechanical, Electrical, Cost (GTM)
Initial Furniture Meeting	1	8 hours Mendocino	Client, PM, Planner, and Consultant (via GoToMeeting (GTM))
Design Workshop	2	8 hours Mendocino	Client, PIC, PM, Planner, PC, All Consultants (GTM)
Design Team Coordination	8	2 hours N&L/GTM	PM, Planner, PC, All Consultants, Cost
Preliminary Agency Review OSFM	1	2 Sacramento	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 (GoToMeeting)	4	1 hour GTM	Client, PIC, PM, Planner

## 3. Design Development

<b>Meeting Name:</b>	<b>Number</b>	<b>Duration</b>	<b>Personnel</b>
Phase Kick-off & Work Plan	1	6 hours N&L	Client, PIC, PM, Planner, PC, All Consultants
Design Team Coordination	8	2 hours N&L/GTM	PM, PC, All Consultants
Preliminary Agency Review	1	2 hours	Client, PIC, PM, Planner, PC
Furniture Options Meeting	1	8 hours Mendocino	Client, PM, Planner, and Consultant (via GoToMeeting (GTM))
Client Project Team Meetings (On Site)	4	8 hours Mendocino	Client, PIC, PM, Planner
Client Project Team Meetings (GoToMeeting)	4	1 hour GTM	Client, PIC, PM, Planner

#### 4. Construction Documents

<b>Meeting Name:</b>	<b>Number</b>	<b>Duration</b>	<b>Personnel</b>
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
Final Furnishings Selection	1	8 hours Mendocino	Client, PM, Planner, and Consultant (via GoToMeeting (GTM))
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 (GoToMeeting)	6	1 hour GTM	Client, PIC, PM, Planner

#### 5. Agency Working Drawing Review

<b>Meeting Name:</b>	<b>Number</b>	<b>Duration</b>	<b>Personnel</b>
Preliminary Agency Review	1	2 hours Sacramento	Client, PIC, PM, Planner, PC
Client Project Team Meetings (GoToMeeting)	4	1 hour GTM	Client, PIC, PM, Planner
County Coordination	4	2 hours each N&L/GTM	PIC, PM, PC

#### 6. Bidding

<b>Meeting Name:</b>	<b>Number</b>	<b>Duration</b>	<b>Personnel</b>
Pre-Bid Conference	1	2 hours Mendocino	PIC, PM, PC

7. Construction Support			
<b>Meeting Name:</b>	<b>Number</b>	<b>Duration</b>	<b>Personnel</b>
Pre-Construction Conference	1	4 hours Mendocino	PM, PC
Site Visits – Architect	16	3-hours on-site Mendocino	PC
Site Visits – Civil Engineer	4	3-hours on-site Mendocino	Consultant
Site Visits – Landscape Architect	2	3-hours on-site Mendocino	Consultant
Site Visits – Structural Engineer	4	3-hours on-site Mendocino	Consultant
Site Visits – Mechanical Engineer	4	3-hours on-site Mendocino	Consultant
Site Visits – Plumbing Engineer	4	3-hours on-site Mendocino	Consultant
Site Visits – Electrical Engineer	4	3-hours on-site Mendocino	Consultant
Site Visits – Telecom/Low Voltage/Security	4	3-hours on-site Mendocino	Consultant
Site Visits – Food Service/Laundry Consultant	4	3-hours on-site Mendocino	Consultant
Site Visit – Audio Visual	2	3-hours on-site Mendocino	Consultant
Bi-Weekly Progress Meetings Teleconference	60	1 hours GTM	Client, PM, PC
Punch-list	2	8 hours Mendocino	PC, Support, Consultants

L. 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. ARCHITECT shall not be responsible for the reproduction of design documentation required for bidding and construction purposes.
2. ARCHITECT 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. Extensive site work and site investigation to determine hidden conditions.
5. Preparation of bulletins for revisions and changes requested by the COUNTY.
6. Revisions of approved design and construction documents to accommodate changes when so directed by the COUNTY.
7. Rework required to the design and construction documents for changes in code requirements that occur during any phase of the project.
8. Preparation of owner's operational cost studies.
9. ALTA/NSPS Land Title Surveys, and Title Reports.
10. Mechanical design services related to hydraulic calculation of detailed pipe sizing and design of fire sprinkler system (ARCHITECT will provide a performance specification type design for the fire sprinkler system).
11. Services necessary to correct defects in, or damage to, the project caused by the GENERAL CONTRACTOR.
12. Value engineering sessions or review of GENERAL CONTRACTOR proposed cost cutting recommendations.
13. Services related to potential soil or water contamination or unsuitable soils.
14. Shoring or trenching plans.
15. Preparation of as-built drawings during and after completion of construction.
16. Commissioning services
17. Construction management services
18. Geotechnical observation and testing services during construction.
19. Hazardous materials sampling, testing and recommendation services.
20. Material testing services.
21. Physical design models.
22. Construction will be completed in one (1) phase of development.
23. Life cycle cost analysis and energy effectiveness studies.
24. Design of building management systems.
25. Preparation of maintenance and operations manuals.
26. Partnering sessions.
27. Perimeter fence detection/ protection systems.
28. Personal alarm locating system (wireless).
29. Two-way radio communications system.
30. Existing equipment inventory.
31. Equipment procurement.
32. Mechanical smoke control system design and documentation.
33. Traffic control plans
34. Geomorphology investigations, analysis and reports.
35. Architectural and engineering services related to CEQA mitigation projects other than those specifically described herein.

36. Fire protection and fire alarm system documentation is performance based for bidding purposes. Complete fire protection and fire alarm system design is not included.

[END OF DEFINITION OF SERVICES]

## EXHIBIT B

### PAYMENT TERMS

COUNTY shall pay CONSULTANT per the following instructions:

A. Compensation for professional services shall be in the form of a Not-to-Exceed 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. Phase I - Pre-Design Services

Architectural & Engineering .....	\$453,000.00
Geotechnical Investigation .....	\$25,000.00
Boundary and Topographic Survey .....	\$10,000.00
CEQA Support .....	\$35,400.00
<b>Total Phase I Fee .....</b>	<b>\$523,400.00</b>

2. Phase II – Design and Construction Support Services

Crisis Residential Treatment Facility:

Schematic Design .....	\$48,750.00
Construction Documents .....	\$195,000.00
Bidding .....	\$18,750.00
Construction Support .....	\$112,500.00
<b>Total Phase II Fee .....</b>	<b>\$375,000.00</b>

3. Phase III – Design and Construction Support Services

Basic Services – Psychiatric Health Facility with Crisis Stabilization Unit:

Schematic Design .....	\$331,360.00
Design Development .....	\$473,940.00
Construction Documents .....	\$722,000.00
Bidding .....	\$68,300.00
Construction Support .....	\$558,335.00
<b>Total Phase III Fee .....</b>	<b>\$2,153,935.00</b>

4. Contingency:

An additional contingency in the amount of **\$305,233.00** is hereby established for possible additional services that may be identified during performance of the work covered by this Agreement and which are within the general work parameters of this Agreement. Such contingency may only be released upon written authorization by the County Project Manager.

5. Maximum Total Payment:

Phase I - Predesign Services .....	\$523,400.00
Phase II – Design and Construction Services (CRT) .....	\$375,000.00
Phase III – Design and Construction Services(PHF and CSU).....	\$2,153,935.00
Contingency.....	\$305,233.00
<b>Maximum Total Payment Amount.....</b>	<b>\$3,357,568.00</b>

6. Itemized Tasks and Subtasks

CONSULTANT'S Proposal contains a schedule of tasks and subtasks with identified levels of effort, milestones, or other events. Compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the written approval of COUNTY'S Project Manager. CONSULTANT shall promptly notify COUNTY'S Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be reevaluated and indicate the reason and/or justification for such reevaluation. COUNTY'S Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope of the project and the total compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

7. Work Not in Scope of Services

CONSULTANT shall immediately notify the COUNTY'S Project Manager in writing of any work that the COUNTY requests to be performed that CONSULTANT believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the Project Manager approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONSULTANT'S compensation is approved and executed by both parties.

B. Hourly Billing Rate Schedule

1. Billing rates are subject to review and change on the anniversary date of the contract.



## 2. Nacht & Lewis

<u>POSITION</u>	<u>HOURLY RATE</u>
Principal .....	300.00
Practice Leader .....	260.00
Senior Project Manager .....	220.00
Project Manager.....	195.00
Senior Project Architect.....	195.00
Senior Project Coordinator .....	175.00
Project Architect.....	180.00
Project Coordinator .....	165.00
Designer.....	165.00
Interior Designer.....	150.00
Senior Design Technician II .....	145.00
Senior Design Technician .....	135.00
Design Technology Coordinator.....	135.00
Design Technician.....	120.00
Office Manager.....	125.00
Graphic Designer .....	120.00
Marketing Coordinator.....	110.00
Project Administrator.....	105.00
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 58 cents per mile.

## 3. Falcon, Inc. (Mental Health Expert)

Senior Level Expert.....	275.00
Technical Support Staff.....	125.00

## 4. LACO (Civil Engineering, CEQA Support, Geotechnical, Surveying)

Principal Professional* .....	\$160.00 - 235.00
Project Manager* .....	\$135.00 - 185.00
Senior Professional* .....	\$118.00 - 225.00
Staff Professional*.....	\$98.00 - 175.00
Assistant Professional* .....	\$84.00 - 140.00
Professional-in-Training* .....	\$70.00 - 123.00
Senior Drafter/Designer .....	\$100.00 - 150.00
Drafter/Designer .....	\$70.00 - 125.00
Senior Technician .....	\$91.00 - 155.00

Technician.....	\$70.00 - 115.00
Special Technician Groups 1-4 - Prevailing Wage Rates.....	\$110.00 - 141.00
Special Consultants (depends on qualifications).....	\$100.00 - 225.00
Senior Geotechnical Engineer .....	\$180.00 - 210.00
Licensed Surveyor .....	\$135.00 - 225.00
One-Man Survey - Prevailing Wage Rates .....	\$155.00 - 200.00
One-Man Survey .....	\$130.00 - 150.00
Two-Man Survey Party - Prevailing Wage Rates .....	\$290.00 - 350.00
Two-Man Survey Party.....	\$220.00 - 275.00
Three-Man Survey Party - Prevailing Wage Rates.....	\$435.00 - 480.00
Three-Man Survey Party .....	\$330.00 - 375.00
Certified Public Accountant .....	\$120.00
Project Administrator/Coordinator .....	\$80.00 - 110.00
Clerical .....	\$75.00 - 105.00
*“Professional” may apply to Engineer, Geologist, Planner, Architect, Environmental Scientist, or other specialties	

#### NOTES

1. The above rates are regular hourly rates and include payroll costs, overhead, and profit. If overtime is requested by the client, it will be charged at 130% of the above hourly rates.
2. In accordance with State labor laws, prevailing wage rates may be required on State or Federally funded projects. These rates apply to survey party chief, rodman, chainman, soils field tester, and materials field tester. The hourly rate differential is \$25 to \$35 dollars per hour per person depending on project location and labor classification. The differential will be added to the above hourly rates.
3. Outside services will be performed at Cost plus 15%.
4. Subsistence will be calculated at Actual Cost plus 15% or agreed per diem rates.
5. All travel time will be charged at the regular hourly rates unless other written arrangements are made.

#### TRANSPORTATION

##### Automobile and pickup:\*

Trip charge per day .....	\$65.00 per day
Minimum charge, vehicle.....	\$15.00
Over 80 miles .....	Federal Rate + \$0.10 per mile
Other transportation, air travel, etc. ....	\$Cost + 15%

#### 6. CYS Structural Engineers

Principal .....	205.00
Senior Structural Engineer .....	195.00
Project Manager.....	165.00

Structural Engineer .....	155.00
Professional Engineer, P.E. ....	145.00
Engineer, EIT .....	110.00
Senior Drafter .....	110.00
Drafter .....	100.00
Administration .....	80.00

7. GSM Landscape Architects, Inc.

Principal Landscape Architect .....	180.00
Staff Landscape Architect/Senior Project Manager .....	130.00
Project Manager .....	120.00
Graphic Specialist .....	105.00
Landscape Designer .....	90.00
Technical Draftsperson/CAD .....	75.00
Assistant Technical Draftsperson/CAD .....	60.00
Administration .....	55.00

8. Mazzetti (Mechanical/Electrical/Plumbing Engineering, Technology)

Principal .....	275.00
Associate Principal .....	250.00
Senior Associate .....	225.00
Associate/Senior Engineer .....	210.00
Engineer/Senior Designer/BIM Manager .....	175.00
Designer .....	150.00
Technology (Med EQ/IT/Low Voltage) Principal .....	245.00
Technology (Med EQ/IT/Low Voltage) Senior Project Manager .....	200.00
Technology (Med EQ/IT/Low Voltage) Project Manager .....	185.00
Technology (Med EQ/IT/Low Voltage) Project Coordinator .....	135.00
Technology (Med EQ/IT/Low Voltage) Project Assistant .....	125.00
BIM Specialist .....	125.00
Admin Support .....	105.00

9. Marshall Associates, Inc. (Food Service and Laundry Consulting)

Principal .....	225.00
Project Director .....	185.00
AutoCAD Technical/Supervision .....	165.00
Clerical .....	75.00

10. MK2 (Sustainability)

Principal .....	175.00
Project Manager .....	160.00
Senior Engineer .....	165.00

Project Engineer.....	150.00
Staff Engineer .....	120.00
Senior Design Engineer .....	145.00
Project Design Engineer .....	135.00
Staff Design Engineer .....	125.00
Senior CADD.....	115.00
Project CADD.....	85.00
Project Administrator.....	75.00
Clerical .....	50.00

11. Sierra West Group, Inc. (Cost Estimating)

Principal Program Manager/Investigator .....	150.00
Principal/Sr. Cost Manager .....	125.00
Cost Manager/Quantity Surveyor .....	110.00
Mechanical/Electrical Estimator .....	110.00
Civil Engineer/Estimator .....	110.00
Administrative.....	78.00

12. Acoustical Engineering Consultants (Acoustical, Audiovisual)

Principal .....	230.00
Senior Consultant.....	180.00
Consultant.....	160.00
Engineer.....	140.00
Technician.....	115.00
Clerical Staff.....	70.00

[END OF PAYMENT TERMS]

**Attachment B1**  
**Cost of Services Budget**

Mendocino County  
 Psychiatric Health Facility, Crisis  
 Stabilization Unit and Crisis Residential  
 Treatment Facility

		Minimum Budget
<b>PHASE 1</b>	<b>PREDESIGN</b>	<b>\$453,000.00</b>
	<b>Programming</b>	
	Develop Functional Program (PHF, CSU, CRT)	
	Licensing and Code Analysis	
	Prepare Program Document	
	<b>Site Analysis and Evaluation (Determine Site Feasibility)</b>	
	Site Investigations (Orchard Avenue and Frank R. Howard Hospital Sites)	
	Locate and Evaluate Alternate Sites	
		\$399,000.00
	<b>Conceptual Site Development and Selection</b>	
	Develop Site Concepts (up to 4 site options)	
	Cost Estimates (4- site options)	
	Site Evaluations and Selection	
	<b>Complete Predesign Report</b>	
	Meetings	
	<b>Optional Services</b>	
	<i>Mental Health Expert (Operations and Best Practices)</i>	\$54,000.00
	<b>PREDESIGN - CEQA SUPPORT</b>	<b>\$35,400.00</b>

	<i>(Assumes a single CEQA document where a Mitigated Negative Declaration is appropriate, and analysis is based on publicly available information. If a site warrants site-specific surveys such as archeological, biological or a Traffic Impact Analysis, these services would need to be contracted separately. If an EIR is found to be required, an amendment to the budget would be needed.)</i>	
	Potential Site Evaluations	
	Review city/County Zoning	\$700.00
	Public Transportation Analysis	\$500.00
	Preliminary CEQA/Phase 1	\$17,000.00
	Prepare IS/MND	\$1,200.00
	Tribal Consultation	
	Appendix G Checklist Analysis	
	CalEEMOD Air Quality and Vehicle Mile Traveled Analysis	
	Prepare Mitigated Negative Declaration	\$16,000.00
<b>PHASE 2 &amp; 3</b>	Prepare Board of Supervisors Staff Report and Transmittal	
	Attend Board of Supervisors Hearing and Adoption of IS/MND	
	File Notice of Decision with State Clearinghouse	
	<b>PREDESIGN - GEOTECHNICAL INVESTIGATION</b>	<b>\$25,000.00</b>
	Phase 1 Environmental Design Level Investigation	\$25,000.00
	<i>(Geotechnical scope for design level investigation of South Orchard Avenue site only for the PHF)</i>	
	<b>PREDESIGN - SURVEYING</b>	<b>\$10,000.00</b>
	<i>(Assumes preparation of a Design level Topographic Survey with boundary lines delineated, of the South Orchard site in Ukiah only)</i>	
	<b>DESIGN AND CONSTRUCTION</b>	<b>\$2,528,935.00</b>
	<i>(Fee estimates for basic architectural services are a not-to-exceed and based on the assumptions stated below for each facility type.)</i>	
	<b>Psychiatric Health Facility (Phase 3)</b>	<b>\$1,794,945.00</b>
	<i>(Assumes new construction of approximately 16,000 GSF)</i>	
	Design and Documentation	\$1,272,750.00
	Construction Support	\$522,195.00
	<b>Crisis Stabilization Unit (Phase 3)</b>	<b>\$358,990.00</b>
	<i>(Assumes new construction of approximately 4,000 GSF. Collocated with PHF)</i>	
	Design and Documentation	\$254,550.00
	Construction Support	\$104,440.00
	<b>Crisis Residential Treatment Facility (Phase 2)</b>	<b>\$375,000.00</b>
	<i>(Assumes revision to the scope of services for remodel of (3) existing single-family residences. Remodel for ADA compliance, and other upgrades to building systems including electrical and mechanical systems.)</i>	
	Design and Documentation	\$243,750.00
	Construction Support	\$131,250.00

<b>CONTINGENCY (10%)</b>	<b>\$305,233.50</b>
<i>(Contingency for possible additional services that may be identified during the project. For example, additional services may be required if the County selects a site or sites that is/are unimproved, that requires new utilities or other site improvements that are currently unknown; if additional CEQA studies, geotechnical investigation or surveying is required; if building square footages exceed those that have been assumed for the purpose of preparing the fee proposal.)</i> THE CONTINGENCY IS CONTROLLED BY THE COUNTY. THE ARCHITECT MUST JUSTIFY SCOPE CHANGES AND PROVIDE PROPOSALS FOR ALL REQUESTS TO USE CONTINGENCY.	
<b>TOTAL BUDGET ESTIMATE</b>	<b>\$3,357,568.50</b>

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT 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, CONSULTANT's indemnity obligations under Paragraph 2 of this Agreement.

CONSULTANT shall obtain and maintain insurance coverage as follows:

- a. Commercial General Liability, \$1,000,000 per occurrence \$2,000,000 aggregate.
- b. Professional Liability, \$1,000,000 per claim and \$2,000,000 aggregate.
- c. Automobile Liability, combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.

CONSULTANT shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

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