

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and AECOM, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH**

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

WHEREAS, COUNTY desires to obtain CONTRACTOR for its of Construction Management Services for Improvements to the Mental Health Treatment Act Crisis Residential Treatment (CRT) Facility Located on South Orchard Avenue in Ukiah; and,

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

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

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information
Exhibit E	Proposal and Estimate Documents

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 December 31, 2021.

The compensation payable to CONTRACTOR hereunder shall not exceed Three Hundred Thirty One Thousand Seven Hundred Thirty Eight Dollars (\$331,738.00) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Darcie Antle 8/11/2020  
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 1713 CA 003

Line Item: 864365

Grant: ☐ Yes ☒ No

Grant No.: \_\_\_\_\_

COUNTY OF MENDOCINO

By: John Haschak  
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS  
Date: AUG 21 2020

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Sydney Dumham  
Deputy AUG 21 2020

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: Sydney Dumham  
Deputy AUG 21 2020

INSURANCE REVIEW:

By: Carmel J. Angelo  
Risk Management  
Date: 08/11/2020

CONTRACTOR/COMPANY NAME

By: Mitch Vaccari  
Date: 7/27/2020

NAME AND ADDRESS OF CONTRACTOR:

Mitch Vaccari / AECOM  
2020 L St. Suite 400  
Sacramento CA. 95811

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,  
County Counsel

By: Matthew Kiedrowski  
Deputy

Date: 08/11/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Janette Rau  
Deputy CEO  
Date: 08/11/2020

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☐ \_\_\_\_\_  
Mendocino County Business License: Valid ☐ \_\_\_\_\_  
Exempt Pursuant to MCC Section: \_\_\_\_\_



## **GENERAL TERMS AND CONDITIONS**

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

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

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

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

CONTRACTOR does, by this Agreement, agree to perform 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 CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.



2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR 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:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

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

5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.



- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
  - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

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

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

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR 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 CONTRACTOR.



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

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

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

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, 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  
851 Low Gap Rd.  
Ukiah, CA 95482  
Attn: Dan Mazzanti

To CONTRACTOR: AECOM  
2020 L St. Suite 400  
Sacramento Ca. 95811  
ATTN: Mitch Vaccari

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

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

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:  
CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.



- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
  - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
  - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

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

16. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and



other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

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

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should



abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its Construction Management Services shall not exceed \$331,738.00 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 CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **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.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter



thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. 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.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR 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. CONTRACTOR 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.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
  - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. 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.

31. **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.
32. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

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

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

33. **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.

34. **COOPERATION WITH COUNTY**

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

35. **PERFORMANCE STANDARD**



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

36. 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**

CONTRACTOR shall provide the following services: Construction Management Services to represent the interests of the County for the construction of a new Crisis Residential Treatment (CRT) Facility located on South Orchard Avenue in Ukiah.

Pre-Construction services shall include but not be limited to review of and input on the buildability of project plans, the accuracy of project estimates and the reasonableness of the project schedule prepared by the architect and preparation for and participation in board and agency approvals of the project by both County and City of Ukiah agencies.

Bidding phase Services shall include but not be limited to compilation of bidding documents for distribution including project plans, specifications, addenda and additional information provided to bidders, marketing and outreach of the project to prospective bidders, conduct pre-bid conference & site visit and review of bidding documents with recommendations for award.

Construction phase services shall include but not be limited to regular site visits during construction to observe conformance with contract documents and construction quality, conduct Owner-Architect-Contractor meetings, review progress relative to the project schedule and generally provide direction to the Contractor as needed; documentation and approval management of submittals, requests for information, architects supplemental instructions between the architect and contractor(s); process payment applications and review certified payroll reports; review and analyze project change order requests, make recommendations for approval and prepare change order documents; provide ongoing risk and claims assessments and advise the County; process close out documents including as-built drawings, operations and maintenance manuals, training and commissioning meetings, punch list management, prepare notice of completion and review final payment applications.

The attached AECOM proposal including fee assumptions, estimate, schedule and drawings (Exhibit E) is provided for reference to clarify the assumptions defining the scope of this contract.

[END OF DEFINITION OF SERVICES]



## EXHIBIT B

### PAYMENT TERMS

COUNTY will pay CONTRACTOR for the services described in this Agreement the an amount not to exceed Three hundred Thirty One Thousand Seven Hundred Thirty Eight Dollars (\$331,738.00).The contract payments shall be made upon receipt of an approved time and materials invoice in accordance with the schedule of fees below. The COUNTY will approve progress invoices for projects lasting more than 28 calendar days for work completed prior to the invoice date based on the actual hours worked and expenses incurred. Final invoices will be approved after all work has been completed and all required close-out documents have been received by the COUNTY.

#### SCHEDULE OF FEES:

Job Title	Hourly Rate
Team Leader	\$0
Pre-Construction Manager	\$200
Senior Construction Manager	\$175
Construction Manager	\$160
Senior Scheduler	\$165
Scheduler	\$145
Senior Estimator	\$165
Estimator	\$145
Document Controller	\$ 90

[END OF PAYMENT TERMS]

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

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

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR 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 email [Auditorap@mendocinocounty.org](mailto:Auditorap@mendocinocounty.org).

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)

EXHIBIT E



CRT – O - 00001

*Sent via Email*

July 7, 2020

Mr. Doug Anderson  
Assistant Facilities Manager  
Mendocino County Executive Office  
Facilities & Fleet Division  
851 Low Gap Road  
Ukiah, CA 95482-3734

**Project: Measure B - Crisis Residential Treatment Facility**  
**Subject: Construction Management (CM) Services – Proposal**

Dear Doug:

Please find attached our fee proposal to provide construction management services for the Measure B - Crisis Residential Treatment (CRT) Facility in Ukiah. Our proposal was developed based on the original Scope of Services found in the Request for Qualifications and then edited based on our July 6, 2020, meeting which clarified the scope and level of effort expected for the CRT. The resulting Scope of Services can be found in our attached proposal along with our comments under the "Remarks" column.

In addition to the Scope of Services, our proposal is also based on the Schedule, Site, and Floor Plans attached to this proposal, along with our assumptions.

Our fee proposal is **\$62,162** for the Pre-Construction Services Phase, and **\$269,576** for the Contract Administration Phase.

We look forward to starting this exciting project with you. If you have any questions, please feel free to give me a call. I can be reached at (916) 679-2227, or my cell, (916) 956-1069.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mitch Vaccari', is written over a light blue horizontal line.

Mitch Vaccari, Vice President  
**Project and Program Management**  
West Region PPM – Government  
AECOM Technical Services, Inc.

**Attachments:**

1. Measure B - Crisis Residential Treatment Facility - Construction Management Cost Proposal dated 7/7/20
2. Fee Proposal Assumptions dated 7/7/20
3. Mendocino County Crisis Residential Treatment Facility Schedule dated 4/10/20
4. Mendocino County Crisis Residential Treatment Facility Site Plan dated 4/23/20
5. Mendocino County Crisis Residential Treatment Facility Floor Plan dated 6/5/20





## **Fee Proposal Assumptions**

July 7, 2020

### **1. General**

- a. The fee proposal is based on the Scope of Services described in the attached Measure B - Crisis Residential Treatment Facility - Construction Management Cost Proposal dated 7/7/20.
- b. The schedule for services was provided as the Mendocino County Crisis Residential Treatment Facility Schedule dated 4/10/20, which our proposal is based upon.

### **2. Pre-Construction Phase**

- a. The schedule and updates are assumed to be provided by Nacht and Lewis (N+L), including the development of the Master Schedule. Other than reviewing the current schedule for major issues, we assume N+L will be providing the schedule management and updates during this phase.
- b. The 95% estimate will be a review of N+L's estimate only and not an independent estimate.
- c. The constructability review will be to uncover any major constructability issues in a 3-day review window due to critical time constraints.
- d. We assume N+L and/or the County will be handling all permits for the project.
- e. We have assumed five (5) hearings and 16 hours to prepare for each, and eight (8) regular meetings during this phase, with time to prepare and attend the regular meetings.
- f. We assume no hard copies and printing will be required in this phase. Our document control system will in place to capture electric documents only.
- g. We have assumed six (6) trips during this phase, one (1) for the Pre-bid Conference (face to face) and five (5) Board and Measure B meetings, again face to face. Costs were included conservatively.

### **3. Contract Administration Phase**

- a. We have assumed the first four (4) months of the project will only include OAC meetings every other month, 8 meetings, and virtually attended. Starting approximately on 2/1/21, weekly OAC meetings will take place, approximately 10 months times 4 meetings per month.
- b. Approximately 50 RFIs, 20 submittals, 25 PCOs and 5 changes orders were assumed for the project.

## EXHIBIT E



- c. We assumed three (3) days of force account work in our proposal. This would include travel accommodations for three (3) days.
- d. Our on-site visits will include two (2) days per week starting on approximately 2/1/21, totaling about 86 days with five (5) days or miscellaneous visits. Approximately half of those days would require hotel and other travel accommodations (rental car, meal per diem, etc.)
- e. We understand there will be no Inspector of Record for the project. Formal inspection will be by the AHJs and other County building officials and coordinated by the Contractor. We will provide daily reports when on site and advise should we discover any noticeable noncompliance issues. However, inspection is not a part of our agreement.
- f. It was agreed we would defer any dispute or claims services at this time. If needed a future amendment to the contract will be executed for this service.
- g. We will review certified payrolls only to the extent of verifying various subs are actually working on site. A copy of the payrolls will be kept in our document control system.
- h. Schedule management was added to the scope of services. We assume the County would want us to verify the Schedule of Values, review the Baseline Schedule and review monthly updates.



EXHIBIT E

Measure B - Crisis Residential Treatment Facility - Construction Management Cost Proposal

7/7/2020

Phase 2 - Design and Construction

Schedule \*: 7/21/20 - Prepare Bid Documents  
10/5/20 - NTP  
11/29/21 - Final Occupancy

10/05/20 Cal. Days 420  
11/29/21 Months 14 Weeks 60  
Contract: T&M, NTE

Pre-construction:  
06/17/20 Complete 100% Documents  
08/03/20 Prepare Bid Documents  
10/05/20 Bid/Award/Contract Approval  
07/20/20 Anticipated start of CM  
77 Days  
11 Weeks

\* Based on Schedule dated 4/10/20

Tasks	Team Leader	Pre-Con Mgr.	Sr. CM	CM	Sr. Sch	Sch	Sr. Est.	Est.	Doc. Contr.	Total Hours	Include in Scope	Remarks
Billable Rates:	\$0	\$200	\$175	\$160	\$165	\$145	\$165	\$145	\$90			
<b>A Pre-Construction - Labor</b>												
1 Review Schedule and Phasing Plan	2	4			12	0			1	19	X	N+L updates schedule via MS Project. We review the schedule. Only need to review N+L's contract to determine scope. Confirmed: N+L creates Master Schedule and updates the schedule.
2 Final Estimate Review	2	8					40		2	52	X	Include a review of the 95% estimate only. Help right the ship. Advise within 1 week.
3 Constructability Review	2	8	24				20		8	62	X	Macro level. Look at bigger issues and advise due to time limits. (1 week)
4 Set Up MIS	2								32	34	X	CM to provide MIS (SharePoint). Check N+L's contract, dup?
5 Regulatory Permits										0		N+L will handle permits.
a. Attend Hearings & Meetings	56			56					100	212	X	Include County BOS & Measure B Meetings (5) in person, Project weekly meetings (8), virtually. Prepare Weekly Meeting Minutes
6 Prepare Bid Documents	1	4		8					4	17	X	Review of County bid documents. Final compilation & publication.
a. Section 00 and 01	1	4		12					1	18	X	Review and coordinate 00 and 01 documents w/ docs.
b. Bid Alternatives	2	4		8					2	16	X	N+L handles but review 00 and 01 and coordinate as necessary.
7 Marketing & Bidding										0		
a. Advertisement										0		County website, and contractor list. No action by CM.
b. Outreach	4	4		16					12	36	X	Help outreach for modular bldgs. and GCs.
c. Distribute Plans/Specs										0		No hard copies. Upload to County's website. County will do this.
d. Conduct Pre-bid Meeting (1)	4			12					8	24	X	Check N+L's contract. Tag-team with N+L and meeting.
e. Coordinate Bid Questions				16					4	20	X	Add cost now to process questions, but check with N+L. Confirmed N+L is providing this service.
Sub-total - Pre-Construction Hours:	76	36	24	128	12	0	60	0	174	\$10		
Sub-total - Pre-Construction Costs - Labor:	\$0	\$7,200	\$4,200	\$20,480	\$1,980	\$0	\$9,900	\$0	\$15,660	\$59,420		

Reimbursables	Qty	Unit	Unit Cost	Total Cost	Remarks
<b>A Pre-construction - Reimbursables</b>					
1 Travel & Per Diem					
a. Hotel	0		\$0	\$0	No need for hotel
b. Rental Car	6	Trips	\$50	\$300	
c. Meals (\$41/day)	12	Days	\$41	\$492	Two people traveling, 6 days x 2 persons x \$41 day
d. Fuel	6	Trips	\$75	\$450	
2 Printing and Supplies	1	LS	\$500	\$500	Assumes no hard copies/printing for bid sets
3 Express Mail	1	LS	\$500	\$500	
4 Misc. Equipment	1	LS	\$500	\$500	
Sub-total - Pre-Construction Reimbursables:				\$2,742	\$2,742
Total - Pre-Construction Labor and Reimbursables:					\$62,162

EXHIBIT E

B Contract Administration - Labor

Tasks	Team Leader	Pre-Con Mgr.	Sr. CM	CM	Sr. Sch	Sch	Sr. Est.	Est.	Doc. Contr.	Total Hours	Include in Scope	Remarks
1 Conduct Pre-construction Meeting	8			16					16	40	X	includes prep.
2 Conduct OAC Meetings	50			75					200	325	X	Meeting at front end may not be needed as much, maybe bi-monthly until construction starts. Bi-Weekly to 2/1/21, then every week (50 ea.). Includes preparation and meeting minutes by Doc Control.
3 Manage RFI Process /Logs (Assume 50 ea.)				50					50	100	X	Assume 50 RFIs at 1.5 hours each. Processing and logging.
4 Manage Submittal Process/Logs (Assume 30 ea.)				30					30	60	X	Assume 30 submittals at 1 hour each. Processing and logging.
5 Manage Supplemental Instr. (2 ea.)				16					4	20	X	Assume 2 each
6 Manage PCO/CO Process/Logs										0	X	Facilities & Fleet is authorized up to 10% of the project before going to the Board for more \$. Final CO goes to the Board for approval. Assume 25 PCOs.
a. Review Price /Schedule and Negotiate	12			100	4	24		40	16	196	X	25 each at 4 hours per PCO. 6-part folders per each PCO.
b. Make Recommendations	2			25					4	31	X	
c. Observe T&M Work, Force Account (IOR)				24				16	2	42	X	No IOR. Inspections will be similar to commercial. CM will review quality and advise. (Assume 24 hours)
d. Prepare CO Documents (Assume 5 ea.)				10					5	15	X	County has an authorization form for GC to proceed.
7 Process Payments (14 months - 16 payments)	8			16					8	32	X	Check certified payrolls with each pay application.
8 On-site visits and provide Daily Reports				653					60	713	X	Assume every day when visiting the site. On site each week for 2 days. Starting 2/1/21 to 11/29/21, or 86 days, plus 10 days miscel.
9 Process M & O Manuals				32					4	36	X	N+L reviewing M&Os. Process only.
10 Process As-Built Submittals				32					4	36	X	N+L reviewing. Process only. Check weekly as-builts on site.
11 Ensure Training & Commissioning				32					4	36	X	Coordination only.
12 Assess Risks/Analyze Potential Claims (Assume 2 ea.)	0	0	0	0	0	0	0	0	0	0		Defer. Not in scope at this time. Discuss separately if there are claims. Separate amendment, if needed.
13 Determine Substantial Completion	1			2					1	4	X	Coordinate with Doug
14 Assist with the Punchlist	2			24					4	30	X	N+L and Mental Health Services, Facilities
15 Determine Final Completion and Acceptance										0	X	
a. Prepare Notice of Completion	1			2					1	4	X	
b. Final Payment	1			2					1	4	X	
16 Add: Labor Compliance				32					8	40	X	Collect Certified Payrolls each Month. Check. Assume 2 hours per pay request.
17 Add: Schedule Management	4			16	4	32			8	64	X	Review SOV, Baseline, and monthly schedule updates
Sub-total - Construction Hours	89	0	0	1189	8	56	0	56	8	430		
Sub-total - Contract Administration - Labor	50	0	0	\$190,140	\$1,320	\$8,120	\$0	\$8,120	\$38,700	\$246,500		
Hours per month:				85	1	4	0	4	31			

B Contract Administration - Reimbursables

1 Travel & Per Diem				
a. Hotel	48	Nights	\$150	\$7,200
b. Rental Car	96	Days	\$40	\$3,840
c. Meals (\$41/day)	96	Days	\$41	\$3,936
d. Fuel	48	Trips	\$100	\$4,800
2 Printing and Supplies	14	Months	\$100	\$1,400
3 Express Mail	14	Months	\$100	\$1,400
4 Misc. Equipment	1	LS	\$500	\$500
Sub-total - Contract Administration - Reimbursables:				\$23,076

Assumes 1 trip/week for 43 weeks + 5 additional  
Assumes 2 days per week.

Assumes MIS transfer of documents. No hard copies.

Total - Contract Administration Labor and Reimbursables:

Grand Total - Pre-Construction + Contract Administration:

\$23,076

\$269,576

\$331,738



## 4/10/20

### Estimated Project Timeline

[illegible]

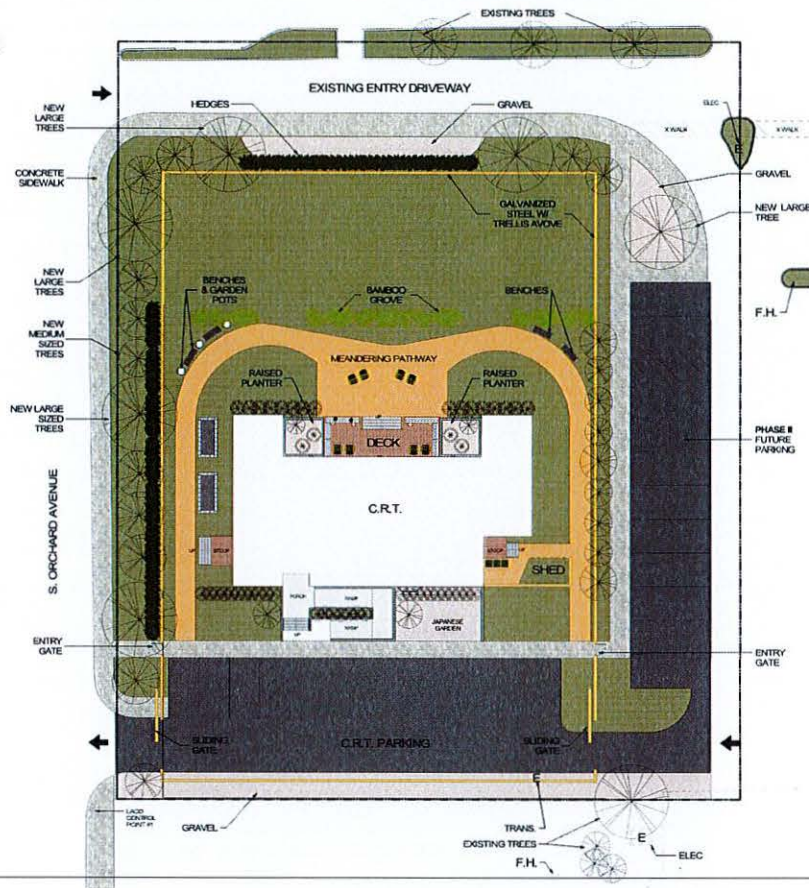
## 4/10/20

### Estimated Project Timeline

	Activity Name	Duration (Days)	Start Date	Finish Date	Actual Start Date	Actual Finish Date	2020												2021													
							J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	
41	Phase 2 - DESIGN AND CONSTRUCTION - CRT	417.00	3/6/20	10/11/21	3/6/20																											
42	Design	152.00	3/6/20	19/5/20	3/6/20																											
43	Develop Modular Building Design Criteria	40.00	3/6/20	4/30/20	3/6/20																											
44	Prepare Design/Construction Documents (50%)	40.00	3/26/20	5/20/20	3/26/20																											
45	Prepare Cost Estimate	10.00	5/20/20	6/2/20																												
46	County Stakeholder Review Meeting	1.00	5/1/20	5/1/20																												
47	Complete Site Design/Construction Documents (100%)	20.00	5/21/20	6/17/20																												
48	Measure B Committee Meeting	1.00	6/10/20	6/10/20																												
49	County/Agency Review and Approval	30.00	6/19/20	7/30/20																												
50	Prepare Bid ready Documents	10.00	7/21/20	8/3/20																												
51	Bid/Award and Contract Approval	45.00	8/4/20	10/5/20																												
52	Construction	265.00	10/5/20	10/11/21																												
53	Notice to Proceed	0.00	10/5/20	10/5/20																												
54	Construction	265.00	10/6/20	10/11/21																												
55	Mobilization	5.00	10/6/20	10/12/20																												
56	Clearing/Grubbing and Earthwork	40.00	10/13/20	12/7/20																												
57	Street Frontage Improvements (Sidewalks, Fencing, Landscaping) Utilities and metering onsite, Roads and Parking.	170.00	12/8/20	9/2/21																												
58	Install Utilities	30.00	12/8/20	1/18/21																												
59	Foundation	30.00	12/8/20	1/18/21																												
60	Framing	40.00	1/19/21	3/15/21																												
61	Connect Utilities	30.00	3/16/21	4/26/21																												
62	Complete Close-in and Interior Construction	100.00	3/16/21	8/2/21																												
63	Complete Flatwork	20.00	7/6/21	8/2/21																												
64	Landscaping	25.00	8/3/21	9/9/21																												
65	Substantial Completion	0.00	8/2/21	8/2/21																												
66	Construction Completion	50.00	8/3/21	10/11/21																												
67																																
68	CRT Occupancy	300.00	10/6/20	11/29/21																												
69	Licensing	82.00	8/3/21	11/24/21																												
70	Furniture and Equipment Procurement and Delivery	180.00	10/6/20	6/14/21																												
71	Move in	35.00	10/13/21	11/29/21																												
72	Final Occupancy- Begin Operations	0.00	11/29/21	11/29/21																												



EXHIBIT E



**LEGEND**

FUTURE PHASE	[Hatched pattern]
SIDEWALK	[Dotted pattern]
DECOMPOSED GRANITE (INTERNAL PATHWAY)	[Stippled pattern]
ASPHALT	[Solid dark gray]
GRASS / GROUND COVER	[Solid light gray]
GRAVEL	[Pattern of small circles]
PROPERTY LINE	[Dashed line]
FENCE LINE	[Solid line]

nacht&lewis

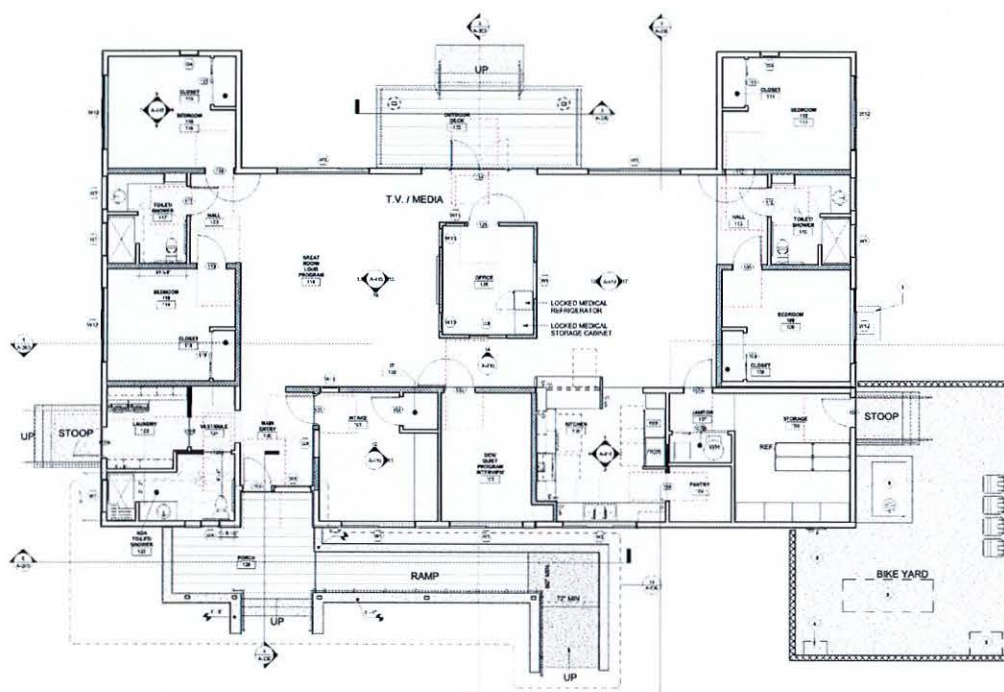
MENDOCINO BEHAVIORAL HEALTH - C.R.T.

UTAH, CALIFORNIA



DESIGN DEVELOPMENT  
04/23/2020  
A-120  
SITE PLAN - OPTION-2

## EXHIBIT E



## 1 FLOOR PLAN

**KEYNOTES:**

- [illegible]

**LEGEND:**

- ☐ STUD WALL
- ☒ STUD WALL WITH STC SO FACING
- ☐ 8' CPT. WALL
- .....
- TOOTHED ZEPHYRUS BRICKS
- CONCRETE PAVING

**MENDOCINO BEHAVIORAL HEALTH -  
C.R.T.**

CONCRETE TODAY

**nacht&lewis**

3000 W. 30TH, SUITE 100  
SACRAMENTO, CA 95811  
WWW.NACHT&LEWIS.COM  
P 916.328.4300

APC-1151

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50% CO

[illegible]

DATE	06/05/20
JOB NO	Y1248.30
SHEET TITLE	

FLOOR PLAN

SHEET NO.

A-111