

**AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
NICHOLS, MELBURG & ROSSETTO ARCHITECTS
FOR THE HUMBOLDT COUNTY COMMUNITY CORRECTIONS RE-ENTRY
RESOURCE CENTER PROJECT**

PROJECT NUMBER: 170223

This Agreement, entered into this 3rd day of January, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Nichols, Melburg & Rossetto Architects, a California corporation, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Public Works, desires to retain the services of CONSULTANT to assist with the design and construction of a new Community Corrections Re-Entry Resource Center adjacent to the Humboldt County Correctional Facility in the City of Eureka.

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

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

WHEREAS, CONSULTANT has represented that it is qualified to perform the design services required hereunder.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. OBLIGATIONS OF CONSULTANT:

- A. Professional Services. CONSULTANT agrees to furnish professional consulting services in accordance with the criteria, schedule and fiscal requirements set forth in Exhibit A – Scope of Services, Exhibit B – Project Schedule, Exhibit C – Project Budget, Exhibit D – Billing Rate Schedule, Exhibit E – Staffing Plan, Exhibit F – Project Scope and Impact and Exhibit G – Project Administration Plan, which are attached hereto and incorporated herein by reference. In providing such services, CONSULTANT agrees to cooperate with the Humboldt County Department of Public Works Director or designee thereof, hereinafter referred to as "Director."
- B. Additional Services. No additional services shall be performed by CONSULTANT prior to the execution of a written amendment to this Agreement and the issuance of a separate "Notice to Proceed" authorizing the performance of such additional services. Any amendments authorizing the performance of additional services shall include a detailed description of such services, the dollar value thereof and the method by which such services shall be compensated.

2. OBLIGATIONS OF COUNTY:

- A. Provision of Necessary Data and Materials. COUNTY shall provide CONSULTANT with all background data necessary for CONSULTANT to complete the services required hereunder.

- B. COUNTY Representative. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions pertaining to this Agreement. COUNTY's representative shall have overall charge and responsibility of COUNTY's activities and obligations hereunder. All correspondence pertaining to the performance of CONSULTANT's duties and obligations contained herein shall be submitted to COUNTY's representative.
- C. Review of Submitted Materials. COUNTY shall thoroughly review all draft reports, sketches, proposals and other documents submitted by CONSULTANT. COUNTY shall provide CONSULTANT with a written response pertaining to the review of documents submitted by CONSULTANT within the time frames identified in Exhibit B – Project Schedule.
- D. Right of Entry. COUNTY shall provide right of entry for CONSULTANT and any necessary subconsultants to the project site and the existing facilities.
- E. Bidding Procedures. COUNTY is responsible for all things necessary to be done in conjunction with any required advertisement for bids, receipt of bids and award of contracts.
- F. As-Built Drawings. COUNTY shall provide CONSULTANT with copies of any and all available as-built drawings relating to the project.
- G. Legal Documentation. COUNTY shall provide CONSULTANT with any and all legal descriptions, maps and plats regarding the project site for dedicated right of ways or other easements, if needed.
- H. Environmental Documentation. COUNTY shall provide CONSULTANT with any and all environmental assessment documentation pertaining to the project site in accordance with any and all local, state and federal laws, regulations and guidelines, including, without limitation, the California Environmental Quality Act.
- I. Title Reports. COUNTY shall provide CONSULTANT with any and all relevant title reports pertaining to the project site and adjacent areas, if necessary.
- J. General Conditions. COUNTY shall provide CONSULTANT with Division 0 – General Conditions of the specifications relating to the project.
- K. Site Testing. COUNTY is responsible for any and all costs associated with potholing, equipment rental, compaction and materials testing.
- L. Fees and Charges. COUNTY is responsible for any and all fees and charges pertaining to the project, including, but not limited to, bonds, utility charges, public agency fees, title company fees, permit fees, testing and inspection fees.
- M. Topographic and Utilities Surveys. COUNTY shall provide CONSULTANT with any and all necessary topographic and utilities surveys pertaining to the project site and adjacent areas.
- N. Hazardous Material Reports. COUNTY shall provide CONSULTANT with any and all hazardous material reports pertaining to the project site and adjacent areas.
- O. Geotechnical Investigation Reports. COUNTY shall provide CONSULTANT with any and all geotechnical investigation reports pertaining to the project site.

3. TERM:

This Agreement shall begin upon execution by both parties and remain in full force and effect for a period of one thousand six hundred (1,600) calendar days, unless sooner terminated as provided herein.

4. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONSULTANT fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY shall have the right to cancel or terminate this Agreement immediately, upon notice.

B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.

C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is terminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

D. Compensation. In the event of any termination of this Agreement, CONSULTANT shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement.

5. COMPENSATION:

The maximum amount payable by COUNTY for services rendered, and expenses incurred, by CONSULTANT pursuant to the terms and conditions of this Agreement is One Million Eight Hundred Ten Thousand Dollars (\$1,810,000). The specific rates and costs applicable to this Agreement shall be as set forth in Exhibit C – Project Budget.

6. PAYMENT:

CONSULTANT shall submit to COUNTY monthly progress reports and invoices which itemize all work completed as of the invoice date. All invoices submitted by CONSULTANT shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. CONSULTANT shall submit a final undisputed invoice for payment not more than thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and expenses incurred hereunder shall be made within thirty (30) days after the receipt of approved invoices.

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and served personally, or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: County of Humboldt
Department of Public Works
Attn: Tyler Holmes
1106 Second Street
Eureka, CA 95501

CONSULTANT: Nichols, Melburg & Rossetto Architects
Attn: Kyle Matti
300 Knollcrest Drive
Redding, CA 96002

8. REPORTS:

CONSULTANT agrees to provide COUNTY with any and all reports which may be required by local, state or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONSULTANT agrees to timely prepare accurate and complete financial, performance and payroll records relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONSULTANT hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state or federal agencies. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state or federal agencies. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the requirements of the project shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

CONSULTANT agrees that COUNTY has the right to monitor all activities related to this Agreement, including the right to review and monitor CONSULTANT's records, programs or procedures, at any time, as well as the overall operation of CONSULTANT's programs in order to

ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONSULTANT pursuant to the terms of this Agreement.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In performance of this Agreement, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act ("CMIA"); the federal Health Information Technology for Economic and Clinical Health Act, ("HITECH Act"); the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONSULTANT certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONSULTANT becomes a Nuclear Weapons Contractor.

13. NONDISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, or any other classification protected by local, state or federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

14. DRUG-FREE WORKPLACE:

By signing this Agreement, CONSULTANT hereby certifies that CONSULTANT will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350 et seq.), and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
1. The dangers of drug abuse in the workplace;
 2. CONSULTANT's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
 2. Agree to abide by the terms of CONSULTANT's Drug-Free Policy as a condition of employment.
- D. Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONSULTANT may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONSULTANT violates the certification by failing to carry out the above-referenced requirements.

15. INDEMNIFICATION:

To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, CONSULTANT shall hold harmless, defend and indemnify COUNTY, its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, CONSULTANT's negligence, recklessness or

willful misconduct in the performance of the services required in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONSULTANT is not entitled to any rights hereunder, unless certificates of insurance, or sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations provided for herein, CONSULTANT shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A; VII or its equivalent, against personal injury, death and property damage which may arise from, or in connection with, the activities of CONSULTANT, its agents, officers, directors, employees, licensees, invitees, assignees and subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all owned, non-owned and hired vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers' Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations Administration of Self-Insurance shall be filed with the Clerk of the Humboldt County Board of Supervisors.
4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as

additional insureds for liability arising out of the operations performed by or on behalf of CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is also hereby authorized to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet above-referenced aggregate limits.

- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Risk Management
825 Fifth Street, Room 131
Eureka, CA 95501

County of Humboldt
Department of Public Works
Attn: Tyler Holmes
1106 Second Street
Eureka, CA 95501

CONSULTANT: Nichols, Melburg & Rossetto Architects
Attn: Kyle Matti
300 Knollcrest Drive
Redding, CA 96002

17. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONSULTANT shall be solely responsible for the acts or omissions of its agents, officers, directors, employees, licensees, invitees, assignees and subcontractors.

18. THIRD PARTY BENEFICIARIES:

CONSULTANT shall require that all subcontractors hereunder agree to be bound by the terms and conditions of this Agreement as applicable. However, nothing in this provision shall operate to confer any rights, remedies, obligations or liabilities upon any third parties.

19. COMPLIANCE WITH APPLICABLE LAWS:

CONSULTANT agrees to comply with all local, state and federal laws and regulations applicable to the services covered by this Agreement. CONSULTANT further agrees to comply with all applicable local, state and federal licensure and certification requirements.

20. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

21. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. ASSIGNMENT:

CONSULTANT shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONSULTANT to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and shall inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

24. NO WAIVER OF DEFAULT:

- A. General Waivers. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.
- B. Payment. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONSULTANT. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds disbursed to CONSULTANT, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. STANDARD OF PRACTICE:

CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances. It is hereby understood that COUNTY's acceptance of the services performed by CONSULTANT hereunder shall not operate as a waiver or release of any breach of this Agreement.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this Agreement prepared and/or submitted by CONSULTANT shall become the property of COUNTY. However, CONSULTANT may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONSULTANT shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media (television, radio, newspapers and internet). CONSULTANT shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

30. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be delivered hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

31. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

32. ATTORNEY FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement from being performed, the prevailing party in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. SURVIVAL:

The duties and obligations of the parties set forth in Sections 4(D), 9, 11 and 15 shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in paragraphs 1 through 39 of this Agreement, paragraphs 1 through 39 of this Agreement shall have priority.

35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter.

39. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date written above.

TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND*
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.*

NICHOLS, MELBURG & ROSSETTO ARCHITECTS:

By: 

Kyle Matti
Vice President

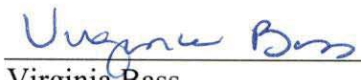
Date: 12/7/16

By: 

Les Melburg
Secretary

Date: 12/7/16

COUNTY OF HUMBOLDT:

By: 

Virginia Bass
Chair, Board of Supervisors


Date: 1/3/17

(SEAL)

ATTEST:
Clerk of the Board

By: 

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 

Risk Manager

- Exhibit "A" – Scope of Services
- Exhibit "B" – Project Schedule
- Exhibit "C" – Project Budget
- Exhibit "D" – Billing Rate Schedule
- Exhibit "E" – Staffing Plan
- Exhibit "F" - Project Scope and Impact
- Exhibit "G" - Project Administration Plan

EXHIBIT A SCOPE OF SERVICES

1 General Requirements

- 1.1 **Application.** The General Requirements stated herein shall apply to any provision of Services under this Agreement, whether Services encompass the entirety of individual Tasks, or increments of service authorized.
- 1.2 **Scope of Services.** Unless specifically excluded from this Agreement, CONSULTANT shall provide to COUNTY all professional architectural and engineering services necessary to perform the Services and to complete the Project. Services will include, but are not limited to, all architectural services and all civil, electrical, fire protection, mechanical, and structural engineering, landscape, and cost estimating services required to perform the Services.
- 1.3 **General Criteria Governing CONSULTANT's Service.**
- 1.3.1 The Project shall be developed and designed to meet all applicable and the most current codes, laws, regulations, and professional standards, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the execution date hereof.
- 1.3.2 Unless otherwise permitted in writing by COUNTY, CONSULTANT shall not propose or recommend any design that has the effect of shifting design responsibilities from CONSULTANT to a contractor through performance specifications or any other means. COUNTY will not, however, unreasonably withhold consent to the use of performance specifications that reflect accepted industry practice and which CONSULTANT identifies in its proposal.
- 1.3.3 CONSULTANT's design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA requirements.
- 1.4 **Coordination.**
- 1.4.1 CONSULTANT shall fully coordinate all architectural and engineering disciplines and subconsultants involved in completing its Services. CONSULTANT shall participate in design coordination meetings with its subconsultants and, in addition, with any COUNTY prime consultants on other projects contiguous or related to the Project, for coordination of design. COUNTY shall have the right, but not the obligation, to set the dates of such meetings, to attend and participate in such meetings, and to remain fully advised and informed of the coordination of design work and the performance of each consultant and subconsultant of their design responsibilities. Such meetings shall occur at least monthly, or more frequently as necessary.
- 1.4.2 CONSULTANT shall continuously coordinate with COUNTY regarding all required points of COUNTY and CONSULTANT/third party interface, for example, approvals, reviews, design input and supplying information. In all phases of the Services, CONSULTANT shall work cooperatively with COUNTY, Contractor, and any of COUNTY's other consultants with the objective of delivering the Project within schedule,

within the initial estimated construction budget, and CONSULTANT's accepted estimates, and with the required level of quality. This duty will include, but not be limited to, furnishing complete and timely responses to reasonable requests for information, providing reasonable advance notice of meetings, providing decisions within a reasonable time, sharing non-proprietary information with other Project participants, communicating through designated representatives of other Project participants, and fulfilling CONSULTANT's commitments made to other Project participants during the course of work. CONSULTANT shall, further, coordinate with Contractor and COUNTY in developing and recommending a schedule for purchase of all materials and equipment requiring long lead time procurement, and coordinating the schedule with the preparation of Contract Documents.

1.5 Deliverables Required Under This Agreement. Required Deliverables for each Task are identified herein as written deliverables. Required deliverables under these General Requirements (applicable to all Services) shall generally include three (3) hard copies for each task unless otherwise specifically set forth below. Each deliverable shall be reviewed with representatives of COUNTY. CONSULTANT shall promptly correct deficiencies in deliverables and shall promptly make modifications to conform with Project requirements and modifications to achieve acceptability of deliverables to COUNTY, and the cost thereof included in the fee for Basic Services.

1.6 General Requirements Written Deliverables.

1.6.1 The Project is primarily funded by a State Grant SB 863, which requires review submittals at specific stages. The State agencies likely to be involved, include, but are not limited to, BSCC, SPWB, the State Department of Finance, the State Department of General Services and the State Fire Marshal ("SFM"). At each submittal stage, plans will need to be submitted for review and approval by BSCC and SPWB. Counties are encouraged to meet with the BSCC and SFM for review meetings following each plan submittal. At each submittal stage, written responses are sent to the COUNTY, usually within 30 days. CONSULTANT will have primary responsibility for providing the appropriate plans and specification at each submittal stage required in the Grant. CONSULTANT will participate in reviews.

1.6.2 Performance Schedule (written deliverable). CONSULTANT shall prepare and maintain a Performance Schedule detailing the CONSULTANT's scheduled performance of the Services, in the manner and to the detail requested by COUNTY. The Performance Schedule shall include: (a) the activities and milestones identified in COUNTY's Milestone Schedule, (b) the interrelationships of the Project Team, CONSULTANT and Subconsultants, (c) the durations for the identifiable phases of their work, and (d) the projected dates for intermediate delivery for the COUNTY's progress reviews of Schematic Design, Design Development and Construction Documents, and critical activities related to bidding and permitting. CONSULTANT shall update the schedule every other month or as reasonably requested by COUNTY, and shall not make any adjustments to the Performance Schedule without the COUNTY's prior written approval.

1.6.3 Monthly Progress Report (written deliverable). CONSULTANT shall provide COUNTY with a Monthly Progress Report, in writing, reporting on CONSULTANT's progress and any problems in performing the Services of which CONSULTANT becomes aware. The Monthly Progress Report may be submitted with the monthly payment application and shall include, but not be limited to: (i.) a narrative of the work performed (including a list

of any contract deliverables) and identification of areas of concern, actions and approvals needed, (ii.) a schedule assessment and proposed ways to work around any problems that arise, (iii.) monthly schedule status reports clearly identifying actual performance with respect to the current approved version of the schedule, and (iv) a sixty day look-a-head task listing of all anticipated specific requirements for information, decisions or documents from COUNTY necessary for CONSULTANT's performance of its Services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and third parties involved in the Project.

1.7 **Progress.** CONSULTANT shall complete all Services required by this Agreement within the times specified in the approved Performance Schedule, except where (i.) an event outside of CONSULTANT's control causes a delay and (ii.) CONSULTANT promptly advises COUNTY of such delay (such prompt notice to occur no more than 15 days after the first occurrence of the delay). Such events shall be limited to: acts of neglect by COUNTY or COUNTY's agents or by consultants when acting at COUNTY's direction; breaches of this Agreement by COUNTY; Acts of God such as fire, flood, earthquake, or epidemic; delay by a construction contractor during the construction phase of the Project; or any other circumstances beyond CONSULTANT's control. Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than excusable delays, CONSULTANT shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement.

1.8 **CONSULTANT Supplied Materials.** Where CONSULTANT has prepared and/or supplied COUNTY with a proposed scope of work that the parties have included in the Agreement by a specific reference, such scope of work and this Appendix B are deemed complementary; what is called for by one is as binding as if called for in both and shall be performed by CONSULTANT. In the case of direct conflict, then the requirement providing COUNTY with the broader scope of services shall have precedence, except that such CONSULTANT supplied document may not change, supplement or modify commercial terms or other items addressed in different appendices to this Agreement.

2 **TASK #1: PROJECT ESTABLISHMENT**

2.1 **Background Research:** CONSULTANT shall review existing COUNTY data, reports, plans, and other information regarding the site, and perform field investigations as necessary to become familiar with the site. CONSULTANT shall make an independent assessment of the accuracy of the information provided by COUNTY concerning existing conditions (including but not limited to existing utilities, structures and indicated dimensions) and the adequacy of available design information/technical reports.

2.1.1 In performing its further services under this Agreement, CONSULTANT shall rely on the results of its own independent investigations and not on information provided by COUNTY.

2.1.2 CONSULTANT shall conduct such further investigations of existing conditions as are necessary for CONSULTANT to perform the services and shall, as a written deliverable, advise COUNTY of any further design or other services necessary to complete the Project.

2.2 **Precedent Research:** Review and investigate similar programs and provide a narrative report showing examples of how similar programs have fit into urban settings.

- 2.3 Preliminary Code Review: Review Program Description in compliance to Titles 15, Title 19, and 24 of the California Code of Regulations (CCR). If proposed project is exempted from any State or local laws, regulations, ordinances, standards or requirements, provide a statement citing the appropriate exemption.
- 2.4 Program Diagrams: Scaled single line plan diagrams ("block diagrams") based on the functional and space programs.
- 2.5 Architectural Space Program: Analysis of spaces and associated Title 24 area requirements
- 2.6 Program Report: Narrative report describing opportunities and constraints of project program.
- 2.7 Planning Assessment: Assess the accuracy of the information provided concerning existing conditions (including but not limited to existing utilities, structures and indicated dimensions) and the adequacy of available design information/technical reports.
- 2.8 Phasing Recommendations: Concept construction-phasing schedule for the construction work, which will minimize disruption to COUNTY operations
- 2.9 Site Circulation: Develop a circulation plan, identifying secure and free zones, identifying separate parking and circulation for staff, public, security personnel and emergency access.
- 2.10 Conceptual Design Documents: Documents shall consist of plans and reports sufficient to present the concept of all major elements of the building proposed for construction which complies with the current program and cost limitations. Conceptual documents shall include, but are not limited to: site plan, floor plans, exterior elevations, building sections, exterior perspectives, and outline specifications identifying architectural, structural, mechanical, electrical, and security electronics systems proposed for the building.
- 2.11 Cost estimate: Conceptual level estimate of the Project's anticipated construction cost, accompanied with analysis and justification for each element of the estimate.
- 2.12 Project Schedule: Conceptual project schedule, which analyzes project duration in context with tasks and deliverables for both COUNTY and State schedules.
- 2.13 Life Cycle Cost Analysis ("LCCA"): Assign an Operations & Maintenance Benchmark for the long term costs of the building, assess and select LCCA study categories for the project and associated criteria.

3 TASK #2: SCHEMATIC DESIGN PHASE

3.1 Schematic Design Phase Documents.

- 3.1.1 Schematic Design Documents: Documents shall consist of plans and reports containing conceptual layouts, sketches and schematic design criteria, sufficient to present the concept of all major elements of the building(s), system(s), machinery, equipment, structure(s), and site design(s), proposed for construction which complies with the current program and cost limitations. Schematic documents shall include, but are not limited to, plan list, site plan(s), schedule of building system types, equipment, machinery, systems, wall sections and elevations, outline specifications, including architectural, structural, mechanical,

electrical and instrumentation systems, and materials proposed, security system, project-specific analysis of codes, ordinances and regulations, building layout plans and initial construction phasing recommendations.

3.1.2 Reports, plans and exhibits shall incorporate COUNTY's program requirements and shall include code summary diagrams, structural concepts, site utilization plans, floor plans, elevations, sections, study perspectives and other plans necessary to describe the Project.

3.1.3 CONSULTANT shall develop Schematic Design Phase reports, plans and exhibits until COUNTY has approved an acceptable design concept. CONSULTANT shall participate in progress meetings with COUNTY representatives at COUNTY's request, up to twice monthly.

3.1.4 Schematic Design Phase reports and exhibits shall indicate clearly the considerations involved, including but not limited to applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions, as well as an exposition of how the design reflects the COUNTY's program objectives. Reports and exhibits shall indicate any alternative solutions available to COUNTY and set forth CONSULTANT's findings and recommendations.

3.2 Design Basis Report. CONSULTANT shall provide a narrative report by each design discipline describing its proposed design philosophy with a description of, and the rationale for, the proposed structural systems, mechanical systems, electrical, electronics and security systems, types of equipment, materials and finishes, and site development and landscaping required for the Project.

3.3 Schematic Level Cost Estimate: Schematic level estimate of the Project's anticipated construction cost, accompanied with analysis and justification for each element of the estimate.

3.4 Project Schedule: Updated project schedule.

3.5 Schematic Level Life Cycle Cost Analysis: Perform studies of selected categories, assess study results and analyze design elements and budget and schedule implications.

4 TASK# 3: PRELIMINARY PLANS PHASE

4.1 Final Design Criteria. CONSULTANT shall prepare final design criteria. CONSULTANT shall participate in progress meetings with COUNTY representatives and any involved subconsultants, at COUNTY's request, up to twice monthly, to review and secure COUNTY's written acceptance of final design criteria.

4.2 Preliminary Plans Documents. CONSULTANT shall prepare and submit to COUNTY preliminary plans documents. CONSULTANT shall revise these documents consistent with the requirements and criteria established by COUNTY. These documents shall include the following:

4.2.1 Plans (architectural, civil, electrical, mechanical and structural) sufficient to fix and illustrate project's scope and character in all essential design elements, including but not limited to, site plans, architectural, structural, mechanical, electrical and plumbing floor and equipment connection plans, elevations; cross sections and other mutually agreed upon plans deemed necessary to describe the developed design; single line electrical and mechanical plans, and structural plans with Schematic sizing of major structural elements.

4.2.2 Revised Drawing list.

4.2.3 A tabulation of both gross and assignable floor, pavement and/or yard areas in a comparison to the approved conceptual program area requirements and to the initial program area requirements.

4.2.4 As appropriate, CONSULTANT shall provide to COUNTY for its approval a color and materials board, samples of textures and finishes of all materials proposed in the Work.

4.2.5 Recommendations for scheduling and phasing of construction.

4.2.6 Outline specifications for each technical specification section, following the most current Construction Specification Institute conventions, with Part 2 Products of each section completed, describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; equipment selections; and types of structural, mechanical and electrical systems. For major equipment and system specifications, CONSULTANT shall also submit first cost and lifecycle cost analysis, with comparative analysis for the selected equipment/system item and two other alternative equipment/system items considered by CONSULTANT but not selected.

4.2.7 Schematic engineering calculations for all disciplines, including realistic loads, and sufficiently complete for work on Construction Documents to proceed. Prepare for approval by COUNTY updated written design criteria for mechanical, electrical and plumbing systems (for example, temperature, humidity, lighting levels and floor live load design shall be stated for general and special occupancy areas).

4.3 Preliminary Plans level estimate of the Project's anticipated construction cost, accompanied with analysis and justification for each element of the estimate.

4.4 Project Schedule: Update to project schedule.

4.5 Preliminary Plans level Life Cycle Cost Analysis: Review, analyze and document changes to the project in a revised LCCA document.

5 TASK #4: WORKING DRAWINGS PHASE

5.1 Working Drawings Phase. After receipt of COUNTY's written approval of preliminary plans documents, the CONSULTANT shall prepare working drawings, consisting of the following written deliverables:

5.2 Final Plans and Specifications. On the basis of the accepted Preliminary Plans documents and the updated cost estimates, schedule for completion and phasing of the Project, CONSULTANT shall prepare for incorporation in the working drawings final plans ("Plans") and Specifications to show in detail all of the labor, materials, equipment and/or work to be furnished and performed by Contractor. CONSULTANT shall make a progress submittal as required by COUNTY's design review process as directed, and shall modify the plans and specifications in accord with COUNTY's final review comments, if any. Plans and Specifications shall set forth in detail the requirement for construction of all work to be performed or furnished by Contractor.

5.2.1 CONSULTANT shall deliver to COUNTY five (5) complete sets of final 100% Plans and Specifications.

- 5.2.2 CONSULTANT shall deliver to Contractor at the issuance of the construction Notice To Proceed, twenty (20) complete sets of final 100% Plans and Specifications.
- 5.2.3 CONSULTANT shall deliver all addenda, updates and other modifications as necessary to maintain all distributed final 100% Plans and Specifications through the construction Notice to Proceed.
- 5.3 Where plans and specifications are submitted to regulatory agencies and/or other authorities with jurisdiction, then the same architectural and engineering team (and team personnel) that prepared the submittal shall complete the plans and specifications. If the submittal is incomplete in any manner, CONSULTANT shall continue working on plans and specifications after the submittal in order to complete it, including completing all Subconsultant services, fully coordinating the plans, and doing a quality control review. All plans shall be brought to ninety-five percent level of completion at either the submittal, or shortly thereafter, and then coordinated and checked. The purpose of this subsection is to require CONSULTANT to finish the design, so far as practical, either at the time of the submittal or shortly thereafter, to retain continuity in the design team and their familiarity with the Project. For good cause, CONSULTANT may request relief from this paragraph. COUNTY may, but is not required to, conduct a peer review on the completed plans.
- 5.4 Format of Technical Specifications. CONSULTANT shall prepare final technical specifications in conformance with the most current conventions of the Construction Specification Institute. CONSULTANT shall cooperate with COUNTY in coordinating the Plans and technical specifications with COUNTY's Divisions 0 and 1 standard specifications. CONSULTANT shall provide work descriptions for inclusion into COUNTY's standard specifications and shall provide whatever Division 1 construction contract specifications are necessary for the Project and not supplied in COUNTY's standard specifications.
- 5.5 AutoCAD and Other Electronic Data. Provide AutoCAD (.dwg) and Revit files of all Plans including as-bid, as-built, and all record Plans, in electronic formats as requested by COUNTY. Prepare electronic record sets and sets of reproducible record prints or Plans showing those changes made during the construction process, based on the marked-up prints, marked-up Technical Specifications, Plans and other data furnished by Contractor to COUNTY and then to CONSULTANT. Electronic data shall be generated in AutoCAD (.dwg) and Revit and shall conform to COUNTY standards package (to be supplied).
- 5.6 Compliance with Codes, Regulations and Requirements. All Plans, Specifications, structural design calculations, site data, and cost estimates required by State or Federal law shall comply with State and federal standards. CONSULTANT shall comply with any other requirements of authorities with jurisdiction over the Project or the Plans and Specifications. CONSULTANT shall comply with the applicable standard of care when preparing Plans and Specifications to comply with applicable building codes, ordinances, statutes, laws, standards, governmental regulations and private restrictions, applicable to the Services, including, but not limited to, those listed in this Agreement, all environmental, energy conservation, and disabled access requirements, regulations and standards of the Fire Marshal or other authorities having jurisdiction over the Project.
- 5.7 Supply of Design Calculations. CONSULTANT shall provide COUNTY with copies of all final electrical, mechanical and structural design calculations, organized by specification. CONSULTANT shall provide COUNTY with a final update on the final design criteria utilized.
- 5.8 Quality Levels and Quality Control Procedures. The Plans and Specifications must clearly

identify and describe all necessary quality levels and quality control procedures such as inspections, tests, submittals or other measures that the Contractor must satisfy, meet or perform. Each specification section must include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that section. Each work-related specification section must also dedicate a subsection to identify and list required Contractor submittals along with testing and inspection requirements. CONSULTANT shall provide COUNTY with a separate listing of tests, inspections and reports required under the construction plans and specifications prepared by CONSULTANT, and responsibility therefore, to occur in connection with the Project.

- 5.9 Phasing Recommendations. CONSULTANT shall provide, at 50% completion of this phase, a construction-phasing schedule for the construction work, which will minimize disruption to COUNTY tenants and adjacent construction projects, if any.
- 5.10 COUNTY's Progress Design Review. CONSULTANT shall submit to COUNTY for COUNTY's review and comment the working drawings (Plans and Specifications) developed in this Phase per COUNTY's design review requirements, and again at 95% completion. CONSULTANT shall allow COUNTY time to review its Construction Documents deliverables in accordance with Exhibit B - Project Schedule. CONSULTANT shall respond to COUNTY comments and incorporate those comments as necessary.
- 5.11 Estimate of Construction Cost. Based on the information contained in the Plans and Specifications, CONSULTANT shall submit, at 95% completion of this Phase, a revised opinion and detailed estimate of Project construction costs, with phasing and scheduling recommendations, coordinated with the Schedule. The estimate shall reflect the anticipated value of the low, responsible responsive bid on the construction contract for the project. If the cost estimate based on the final Plans and Specifications exceeds the project budget as herein defined, the CONSULTANT shall recommend revisions to said Plans and specifications that will reduce costs to the budget amount and upon approval of COUNTY, shall make such revisions.
- 5.12 Project Schedule: Update to 100% working drawings as anticipated through construction.
- 5.13 Life Cycle Cost Analysis: Document any changes made during the Construction Documents process and provide a final report.

6 TASK #5: BIDDING AND AWARD PHASE

- 6.1 After receipt of COUNTY's written authorization to proceed with the Bidding phase, CONSULTANT shall assist COUNTY in administering the bidding and award of the construction contract. This shall include:
- 6.1.1 Attend the pre-bid conference and other special meetings as requested by COUNTY.
- 6.1.2 Respond to inquiries pertaining to the Plans and Specifications.
- 6.1.3 Consult with COUNTY concerning, and determine the acceptability of, substitute materials and equipment proposed by bidders.
- 6.1.4 Prepare written addenda as appropriate to interpret, clarify or expand the bidding documents, including allowable substitutions of materials and equipment, as requested by COUNTY or to respond to bidder requests.

- 6.1.5 Provide assistance to COUNTY in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services, as requested by COUNTY.
- 6.2 Where Bids Exceed Budget: If the lowest responsible, responsive bid received from a Contractor exceeds the latest accepted estimate of construction costs, COUNTY may, at their discretion:
 - 6.2.1 Award the contract to the lowest responsible, responsive bidder, and give written approval of an increase in COUNTY's budget.
 - 6.2.2 Reject all bids and rebid the contract.
 - 6.2.3 If the bid amount is more than 10% greater than the CONSULTANT's latest accepted estimate of construction cost rendered during the Working Drawings Phase, COUNTY may require CONSULTANT to revise the scope of work to be performed by the Contractor or its quality, or both, so as to reduce the Project's estimated construction cost for the work to be performed by the Contractor, while still meeting COUNTY's Project objectives. CONSULTANT shall at its expense, if so directed by COUNTY, modify the working drawings in order to reduce the Project's estimated construction costs for the work to be performed by the Contractor within the Project budget for that Contractor's work.
 - 6.2.4 Abandon the Project and terminate this Agreement.

7 TASK #6: CONSTRUCTION PHASE

- 7.1 After execution of the construction contract between COUNTY and Contractor, the CONSULTANT shall endeavor to protect COUNTY against defects and deficiencies in the execution and performance of the work, and shall perform the services below for the benefit of COUNTY.
- 7.2 The CONSULTANT shall attend regularly-scheduled construction progress meetings to be held at the construction site on a minimum bi-weekly schedule until construction is complete.
- 7.3 The CONSULTANT shall review and approve Contractor's shop plans, test reports, substitution requests and other submittals for conformance to the requirements of the Contract Documents.
- 7.4 The CONSULTANT shall periodically visit the site to monitor the quality and progress of the work and as a written deliverable, furnish a written field report that documents each. This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to CONSULTANT's failure to properly perform its duties and responsibilities. COUNTY may direct additional work monitoring as additional services. CONSULTANT shall advise COUNTY in writing of any observations of defective work, work not in conformance with plans and specifications, and lack of progress of work.
- 7.5 CONSULTANT shall as a written deliverable, establish and maintain to the satisfaction of COUNTY, a computer database (compatible with the database maintained by COUNTY) that shall contain complete and accurate records regarding defective work, work not in conformance with plans and specifications, and lack of progress of work, and shall cross reference such work to the plans and specification sections violated. CONSULTANT shall make such database available to COUNTY at all reasonable times and turn over the database to COUNTY upon completion or

termination of this Agreement.

- 7.6 CONSULTANT shall assist in issuing necessary interpretations, clarifications and replying to other information requests regarding the Contract Documents and in connection therewith assist COUNTY with supplemental instructions and change orders as required, with reasonable promptness so as to cause no delay to Contractor or the Project. In no event shall CONSULTANT's response time be longer than the associated time periods established by the Contract Documents.
- 7.7 CONSULTANT shall maintain to the satisfaction of COUNTY a computer based system compatible with COUNTY's system to record, control and manage the review of submittals and various other construction directives, which shows the interrelationships among and between such documents and requests for changes or claims, and which can be used for coordination of submittal reviews with the Project scheduling requirements, and shall make such system available to COUNTY at all reasonable times. (Electronic deliverable.)
- 7.8 The CONSULTANT shall require any subconsultant to provide the Services listed in this section where and as applicable and to visit the Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the CONSULTANT.
- 7.9 Based on CONSULTANT's on-site observations as an experienced and qualified CONSULTANT, CONSULTANT shall review contractor's monthly applications for payment and accompanying data and schedules, and shall assist COUNTY in its determination of amounts owing to Contractor and recommend, in writing, payments to Contractor in such amounts. Recommendations of payment by CONSULTANT will constitute a representation to COUNTY that: the work has progressed to the point indicated, and that to the best of CONSULTANT's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation).
- 7.10 CONSULTANT shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 7.11 CONSULTANT shall inspect work to determine if work or portions of work are substantially complete, and for development of punchlists, and final completion. CONSULTANT shall document its findings in writing. The CONSULTANT shall prepare a written punchlist, and other necessary construction closeout documents. Such work, whenever performed, shall constitute Basic Services.
- 7.12 The CONSULTANT shall prepare a set of reproducible record prints of Plans, showing "as built" conditions, showing significant changes in the work made during construction, including the locations of utilities, based on marked up prints, plans and other data furnished by the Contractor to COUNTY. CONSULTANT shall prepare electronic record sets and sets of reproducible record prints or Plans showing those changes made during the construction process, based on the marked-up prints, marked-up Technical Specifications, Plans and other data furnished by Contractor to COUNTY and then to CONSULTANT. Electronic data shall be generated and supplied in the same format (e.g., Auto CAD) as original construction documents.

- 7.13 Written deliverables in the construction phase shall include, but are not limited to necessary notices, communications, interpretations, clarifications, as required herein, including without limitation:
- 7.13.1 Actions as appropriate on instructions to contractor, information requests, submittals and payment recommendations.
 - 7.13.2 Actions as appropriate on changes to the Contract Documents.
 - 7.13.3 Certificates of Substantial Completion and Final Completion.
 - 7.13.4 Punchlists.
 - 7.13.5 Electronic record sets and sets of reproducible record prints of Plans showing changes made during construction.
 - 7.13.6 Electronic record sets and sets of prints of Technical Specifications showing changes made during construction.

8 TASK #7: OPERATION/PROJECT CLOSE-OUT PHASE

- 8.1 Operation/Close Out. During the Operation/Project Close-Out Phase, CONSULTANT shall, when requested by COUNTY:
- 8.1.1 Provide assistance in connection with the refining, adjusting and correcting of any equipment or systems.
 - 8.1.2 Assist in start-up, testing and placing in operation special equipment and systems. (For all such equipment and systems, CONSULTANT shall have specified start-up and testing procedures in the Design Documents.)
 - 8.1.3 Provide assistance in connection with completion of punchlist work, including but not limited to, preparing the initial comprehensive punchlist and conducting no more than two follow up site visits (with follow up punchlisting if necessary) in addition to other responsibilities under this Agreement.
 - 8.1.4 Assist COUNTY in coordination of training COUNTY's staff to operate and maintain equipment and systems as necessary.
 - 8.1.5 Assist COUNTY in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.
 - 8.1.6 Together with COUNTY, visit the Project to observe any apparent defects in the completed construction, assist COUNTY in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement, correction, or diminished value of defective work.
 - 8.1.7 Together with COUNTY, coordinate, prepare and submit all final required deliverables under Title 24 and anything else required by ANY GOVERNING REGULATORY AGENCY for its final Project approval.

- 8.1.8 Advise and assist COUNTY in construction matters for a period up to 18 months following completion of the project, but such assistance is not to exceed 40 hours of service and involve up to three trips to the Project.

9 TASK #9: ADDITIONAL SERVICES

All Services identified in the Agreement are ("Basic Services"). COUNTY may request CONSULTANT to provide services in addition to Basic Services, referred to hereafter as ("Additional Services"). Additional Services must be authorized by COUNTY in writing prior to performance. CONSULTANT shall be compensated for Additional Services as provided herein, unless the parties agree on lump sum compensation for particular work activities.

- 9.1 Compensation for Additional Services. CONSULTANT shall be compensated for Additional Services as set forth in Exhibit C – Project Budget
- 9.2 Services. The following services shall be considered Additional Services:
- 9.2.1 Making revisions in reports, Plans, or other documents, if:
- 9.2.1.1 Such revisions are not necessary because of a deficiency in CONSULTANT's Services; and
- 9.2.1.2 Such revisions are inconsistent with written approvals or instructions previously given by COUNTY, or are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or are due to other causes not solely within the control of CONSULTANT.
- 9.2.2 Changes in scope, such as revisions of approved reports or Design Documents. Changes in schedule can be a change in scope only if CONSULTANT has fully performed its scheduling and coordination responsibilities herein required and the changes in schedule are in addition to these responsibilities.
- 9.2.3 Design or selection efforts for moveable furniture or equipment beyond the extent required by other provisions of this Agreement.
- 9.2.4 Designs for utility and service relocations.
- 9.2.5 Design of a Fire Sprinkler System, if required by the State Fire Marshal. As a basic service CONSULTANT will provide performance specifications and will review the shop drawing submittal.
- 9.2.6 Property surveys or field surveys for design purposes, engineering surveys, and staking, if and to the extent not required by other provisions of this Agreement.
- 9.2.7 Preparing to serve or serving on behalf of COUNTY as an expert witness (but not as a percipient witness) in connection with any arbitration, administrative or other proceeding or legal proceeding.
- 9.2.8 Services to verify independently the accuracy of geotechnical information, if and to the extent not required by other provisions of this Agreement.

- 9.2.9 Assisting in actual claims resolution efforts when such claims arise from matters unrelated to CONSULTANT's performance.
- 9.2.10 Providing construction phase Services beyond the contract period, but only to the extent the additional duration increases CONSULTANT's Scope of Services (for example, Punchlist and Close Out Services, whenever performed, shall be Basic Services.)
- 9.2.11 Additional Services shall not include work or services necessary because of CONSULTANT's errors, omissions or conflicts of any type in CONSULTANT's Plans and Specifications prepared. All such services shall be performed at no cost to COUNTY, including, but not limited to, any required corrections or revisions to reports, plans or specifications that are a result of any errors or omissions by CONSULTANT. Nor shall Additional Services include work performed prior to written notice and written agreement upon the Additional Services.
- 9.2.12 Extra costs resulting from excusable delay provided CONSULTANT shows that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by CONSULTANT as a direct result of the delay and not otherwise within CONSULTANT's scope of Services, and (iii) are documented to COUNTY's satisfaction. (For example, and not by way of limitation, contract punchlist and final inspection Services, whenever performed, and Services related to correcting deficiencies in CONSULTANT's work, shall be within Basic Services and not entitle CONSULTANT to Additional Services.)

END OF EXHIBIT A

**EXHIBIT B
PROJECT SCHEDULE**

1 Project Completion and Review Schedule. The work shall be completed by CONSULTANT and reviewed by COUNTY within the time frames identified as follows:

<u>Tasks</u>	<u>Time for Completion by CONSULTANT</u>	<u>Time for Review by COUNTY</u>
1 Task #1: Project Establishment	100 Calendar days after COUNTY issues CONSULTANT written Notice to Proceed based on Award of the Agreement by the Board of Supervisors.	14 Calendar days after COUNTY receives CONSULTANT deliverables as described in Exhibit A - Scope of Work.
2 Task #2: Schematic Design	60 calendar days after COUNTY issues written Notice to Proceed based on COUNTY approval of Task #1 Scope of Work. Approval to begin Task #2 will be determined by the COUNTY. Depending of funding requirements, this may occur prior to receiving approval of Task #1 by state agencies, at the discretion of the COUNTY.	14 Calendar days after COUNTY receives CONSULTANT deliverables as described in Exhibit A - Scope of Work.
3 Task #3: Preliminary Plans	112 Calendar days after COUNTY issues CONSULTANT written Notice to Proceed based on approval of the Task #2 Scope of Work.	14 Calendar days after COUNTY receives CONSULTANT deliverables as described in Exhibit A - Scope of Work.
4 Task #4: Working Drawings	112 Calendar days after COUNTY issues CONSULTANT written Notice to Proceed based on approval of the Task #3 Scope of Work. Approval to begin Task #3 will be determined by the COUNTY. Depending of funding requirements, this may occur prior to receiving approval of Task #3 by state agencies, at the discretion of the COUNTY.	14 Calendar days after COUNTY receives CONSULTANT deliverables as described in Exhibit A - Scope of Work.
5 Task #5: Bidding and Award	120 Calendar days after COUNTY issues CONSULTANT written Notice to Proceed based on approval of the Task #5 Scope of Work. Timeframe is an estimate and is contingent on SPWB final approval date.	7 Calendar days after COUNTY receives public bids.
6 Task #6: Construction Phase	After COUNTY issues to CONSULTANT written Notice to Proceed based on the successful Award of a construction contract between COUNTY and Contractor. The projected construction time is anticipated to be no more than 486 Calendar days.	N/A

2 Project Milestone Schedule. The CONSULTANT is a party to the project authorization process and will assist the COUNTY in meeting the State’s requirements necessary to achieve State authorizations to cause the completion of the project.

2.1 State agencies that are known to be part of the State’s authorization process include, the Board of State and Community Corrections (“BSCC”), the State Fire Marshal (“SFM”), the State Public Works Board (“SPWB”), the State Department of Finance (“DOF”), the Pooled Money

Investment Board (“PMIB”) and the State Department of General Services.

2.2 The COUNTY will dependent on the CONSULTANT to take a primary role in addressing State agency requirements, such as the BSCC and SFM.

2.3 The Project Milestone Schedule will be a necessary submittal throughout the State’s review process. The CONSULTANT will assist the COUNTY with updating the Project Milestone Schedule, which may include the following key schedule events.

- 2.3.1 Pre-Design, Programming & Conceptual Design
- 2.3.2 SPWB Project Establishment
- 2.3.3 Schematic Design with Operational Program Statement
- 2.3.4 Preliminary Plans with Staffing Plan
- 2.3.5 SPWB Preliminary Plan Approval
- 2.3.6 Staffing/Operating Cost Analysis
- 2.3.7 Working Drawings
- 2.3.8 BSCC & SFM Working Drawings Review & Approval
- 2.3.9 DOF Proceed to Bid
- 2.3.10 Advertise for Bids
- 2.3.11 Bids Due
- 2.3.12 Construction Contract Award by COUNTY
- 2.3.13 PMIB Meeting
- 2.3.14 Contract Award Approved by DOF
- 2.3.15 Notice to Proceed / Mobilization
- 2.3.16 Substantial Completion
- 2.3.17 Occupancy

3 **Project Schedule.** It will be the CONSULTANT’s responsibility to prepare and maintain a project schedule for the project through the Bidding and Award Phase, which will incorporate all schedule related issues, required for the project including COUNTY required Tasks and Project Milestones.

END OF EXHIBIT B

**EXHIBIT C
PROJECT BUDGET**

1 Basis of Compensation as a Fixed Fee

- 1.1 Excluding Additional Services only, the fixed fee identified in the Agreement shall be full compensation for all Services required, performed or accepted under this Agreement, and shall include without limitation, costs for Expenses as identified below necessary to perform the Services.
- 1.2 Progress payments for Services shall be made monthly based upon CONSULTANT's percentage completion of the Services as determined by COUNTY, unless COUNTY and CONSULTANT expressly agree otherwise.

2 Payment Procedures / Work Breakdown Structure

2.1 The Work will be performed by task with the maximum compensation assigned to each task for Architectural/Engineering Services as follows:

2.1.1	Task #1: Project Establishment Expenses: Included in Basic Services	<u>\$217,200</u>
2.1.2	Task #2: Schematic Design Phase Expenses: Included in Basic Services	<u>\$217,200</u>
2.1.3	Task #3: Preliminary Plans Phase Expenses: Included in Basic Services	<u>\$470,600</u>
2.1.4	Task #4: Working Drawings Phase Expenses: Included in Basic Services	<u>\$543,000</u>
2.1.5	Task #5: Bidding and Award Phase Expenses: Included in Basic Services	<u>\$36,200</u>
2.1.6	Task #6: : Construction Phase Expenses: Included in Basic Services	<u>\$307,700</u>
2.1.7	Task #7: Operation/Project Close-Out Phase Expenses: Included in Basic Services	<u>\$18,100</u>
2.1.8	Task #8: Additional Services Expenses: Included in Basic Services	<u>If Approved</u>

2.2 Basic Services Fee Defined. The total fee for all Basic Services is calculated as follows:

- 2.2.1 Architectural Services Fee:
 - Architectural
 - Structural
 - Mechanical, Electrical, Plumbing
 - Cost Estimating
 - Civil Engineering

Landscape Architecture
Security Electronics
Foodservice

2.2.2 Architectural Services Fee Total: \$1,810,000

2.2.3 Expenses: Included in Basic Services.

2.3 All billings and requests for progress payments shall require a written invoice from CONSULTANT in a form acceptable to COUNTY. COUNTY shall make payment on approved amounts within each invoice within 30 days of receipt.

2.4 Expenses. CONSULTANT's expenses are included in the compensation for Basic Services, and include actual out of pocket expenditures made by CONSULTANT and subconsultants on behalf of COUNTY in the interest of PROJECT. No additional compensation shall be due for CONSULTANT's expenses.

2.5 CONSULTANT shall submit all billings with all necessary invoices, deliverables, or other appropriate evidence of performance, after which COUNTY shall make payment at the earliest practicable time.

2.6 Additional Services. COUNTY will pay the CONSULTANT for Additional Services as agreed to in a written addendum or amendment ("amendment") to this Agreement executed by COUNTY and the CONSULTANT. Payment for all such Additional Services shall be as follows:

2.6.1 General. For Additional Services of CONSULTANT's professional staff engaged directly on the Project, on the basis of a lump sum negotiated between the parties, or, at COUNTY's option, at CONSULTANT's Billing Rates plus Reimbursable Expenses Related to Additional Services up to a guaranteed maximum price (GMP).

2.6.2 Subconsultants. For Additional Services of subconsultants employed by CONSULTANT to render Additional Services, the amount billed to CONSULTANT therefore times [1.1] for general and administrative expenses. For Additional Services billed on an hourly basis, CONSULTANT agrees that all subconsultant billing will be limited to a not-to-exceed amount upon prior written approval of COUNTY.

2.6.3 Amendments must be negotiated and signed by the CONSULTANT and COUNTY prior to commencing work of Additional Services; otherwise, such costs are deemed within Basic Services.

2.7 Definitions

2.7.1 "Additional Services" mean services beyond the scope of the Services defined in this Agreement, identified as Additional Services in Exhibit B-Scope of Work.

2.7.2 "Billing Rates" shall be the hourly rates indicated on Exhibit D-Billing Rate Schedule. Where exact Billing Rates are not agreed upon and a multiplier method is used, then Billing Rates shall be calculated on the basis of "Actual Salary" (raw salary excluding all other salary related and/or fringe benefit costs of any type, nature or description), times the agreed multiplier. (Such multiplier shall include overhead, general and administrative expenses, employee fringe benefits, profit, interest on invested capital, readiness to serve,

and all other contingencies and other considerations for the work of this Agreement.)

2.7.3 “Reimbursable Expenses Related to Additional Services” shall be limited to the list of reimbursable expenses listed in Exhibit D–Billing Rate Schedule and the specific expenses identified below. All other expenses are not reimbursable and are deemed included in the Billing Rate.

2.7.3.1 Travel Costs. The reasonable expense of travel costs incurred by CONSULTANT when requested by COUNTY to travel to a location more than 200 miles from either the Project site, the CONSULTANT’s office(s), or COUNTY’s office, incurred performing Additional Services.

2.7.3.2 Delivery Costs. Courier services and overnight delivery costs incurred performing Additional Services.

2.7.3.3 Reproduction Costs. Reproduction and postage costs of required plans, specifications, bidding and other documents required under this Agreement, if any, incurred performing Additional Services.

2.7.3.4 Calculation. COUNTY shall pay CONSULTANT the actual cost of all Reimbursable Expenses Related to Additional Services times [1.1] for general and administrative expenses, up to the guaranteed maximum reimbursable expense cost (GMREC).

END OF EXHIBIT C

EXHIBIT D
BILLING RATE SCHEDULE

Hourly Rate & Reimbursable Rate Schedule
(Effective January 1, 2016)



**NICHOLS
MELBURG
ROSSETTO**
ARCHITECTS/ENGINEERS

Principal Architect / Structural Engineer	\$225.00/hour
Associate Principal Architect / Engineer	\$182.00/hour
Senior Associate Architect / Engineer	\$171.00/hour
Associate Architect / Engineer	\$165.00/hour
Structural Engineer	\$160.00/hour
Architect, CASp	\$150.00/hour
Senior Project Architect / Engineer	\$143.00/hour
Project Architect / Engineer / Manager	\$138.00/hour
Architect	\$132.00/hour
Medical Planner	\$127.00/hour
Interior Designer	\$121.00/hour
Project Technician I	\$116.00/hour
Project Technician II	\$110.00/hour
Project Technician III	\$105.00/hour
Administrative Analyst	\$76.00/hour
Technical Assistant	\$66.00/hour
Administrative	\$55.00/hour

REIMBURSABLE EXPENSE RATES:

IN-HOUSE REPROGRAPHICS

Prints	12x24, 15x21, 18x24	\$1.75/each
Prints	24x36	\$2.50/each
Prints	30x42	\$3.50/each
Copies	8-1/2x11	\$.10/each
Copies	8-1/2x14	\$.15/each
Copies	11x17	\$.20/each
Color Copies	8-1/2x11	\$.50/each
Color Copies	11x17	\$.75/each
Plots	24x36 Bond	\$4.00/each
Plots	30x42 Bond	\$5.00/each
Color Plots	24x36 Bond	\$20.00/each
Color Plots	30x42 Bond	\$25.00/each
Presentation Board Materials		\$50.00/each
Scanning	12x24, 15x21, 18x24	\$.55/page
Scanning	24x36	\$1.15/page
Scanning	30x42	\$1.65/page
Scanning	36x48	\$2.15/page
Printing by outside source		Actual Expense + 10%

Alliance Project Management System:

Server and Database use during Design	\$60.00 per month
Server and Database use during Construction	\$120.00 per month

TRAVEL EXPENSES

Mileage	Current IRS allowed amount
Other Travel Related Expenses	Actual Expense + 10%

AGENCY FEES

Approval and Plan Check Fees	Actual Expense + 10%
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CONSULTANTS

Consultant Billings	Actual Expense + 10%
Consultant Reimbursable Expenses	Actual Expense + 10%

OTHER PROJECT RELATED ITEMS	Actual Expense + 10%
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Note: Hourly rates & expenses will be updated on an annual basis throughout the duration of the project and services will be billed at the hourly rates in place at the time service is provided.

END OF EXHIBIT D

EXHIBIT E STAFFING PLAN

1 CONSULTANT'S STAFFING PLAN

CONSULTANT shall provide COUNTY with a list of key personnel and staff positions that identifies staff by position, name, responsibility, rate, planned level of effort, and his or her planned periods of involvement with the Project, for both CONSULTANT and for CONSULTANT's subconsultants in direct contract with CONSULTANT.

- 1.1 CONSULTANT's Staffing Plan shall be provided in organization chart format, substantially conforming to COUNTY's organization chart.

2 INITIAL KEY PERSONNEL

CONSULTANT shall commit active participation of the following consultants through Project completion.

<u>Subconsultants</u>	<u>Scope</u>	<u>Lead Designer</u>
Nichols, Melburg & Rossetto	Principal in Charge	Kyle Matti
Nichols, Melburg & Rossetto	Project Architect	Deven Carter
Nichols, Melburg & Rossetto	Structural Engineer	John Corless
Lionakis	Facility Planner	Maynard Feist
Cumming	Cost Estimator	Ryan Zuehlke
Ken Rubitsky & Associates	Electrical Engineer	Ken Rubitsky
Omni Means	Civil Engineer	Russ Wenham
PCI	Security Electronics	Blake Bretz
Capital Engineering	Mechanical Engineer	Kevin Stillman
Michael Lander ASLA	Landscape Architect	Michael Lander

3 CHANGES TO KEY PERSONNEL AND ADDITIONS TO STAFFING PLAN

- 3.1 For Key Personnel, CONSULTANT and subconsultants shall not remove, reassign or make changes to any of the Key Personnel or their assignment durations without COUNTY's prior written approval.
- 3.2 For personnel initially identified in the Staffing Plan by position only, CONSULTANT shall submit for review, comment and approval, resumes of each person proposed to fill each position, and/or replacements to personnel once approved, showing such person's experience and qualifications to fill such position. Such added personnel ("Added Personnel") shall be added to CONSULTANT's staff necessary, but subject to approval by COUNTY.
- 3.3 Unless directed to reduce staff by COUNTY, in the event that any Key Personnel or Added Personnel, for any reason thereafter ceases to fill that position, within ten (10) days thereof, CONSULTANT shall propose a replacement person for COUNTY's approval pursuant to the following process:
- 3.3.1 CONSULTANT shall prepare and submit to COUNTY for its review, comment and approval, a proposal listing all personnel that CONSULTANT proposes to assign to the Project as replacement, and the proposed duration of each such assignment.
- 3.3.2 Within fifteen (15) days following CONSULTANT's submittal of the proposal and resumes, COUNTY shall either give its written approval of such submission or provide

comments. In the event COUNTY approval is withheld, CONSULTANT, in response to such comments, shall promptly, but no later than five (5) business days after receipt of COUNTY's comment, make all necessary and appropriate changes to the proposal (including changes in proposed staff) and resubmit it to COUNTY for its approval, and such process shall continue until COUNTY approves CONSULTANT's proposed staffing. Such approvals shall not be unreasonably withheld.

3.3.3 For replacement of Key Personnel, CONSULTANT shall be subject to liquidated damages as described below, and also may not receive reimbursement for substitute personnel in amounts greater than would have been paid for the initial Key Personnel.

3.4 COUNTY may, in its sole discretion, direct CONSULTANT to add to or reduce CONSULTANT's staff to meet changing Project requirements.

4 UNSATISFACTORY PERSONNEL

4.1 CONSULTANT shall remove any person employed by CONSULTANT or any subconsultant (or cause the removal of any employee of a subconsultant of any tier) whom COUNTY may deem incompetent, improper or a hindrance to the progress of any Work or Services on the Project, and in the event of any such removal, CONSULTANT shall immediately replace (or cause to be replaced) such person with a properly qualified and experienced replacement and, in the case of removal of any person holding any position described in the Staffing Plan, CONSULTANT shall propose properly experienced and qualified replacement personnel for COUNTY approval, pursuant to the same process as is described in paragraph 3 above.

5 LIQUIDATED DAMAGES FOR KEY PERSONNEL

5.1 CONSULTANT and COUNTY agree that the personal services of the Key Personnel is a material term of the Agreement, and substitution or removal or change in role or level of effort, of such Key Personnel would result in damages to the COUNTY, the measure of which would be impractical or extremely difficult to fix, and in lieu of which COUNTY and CONSULTANT have agreed to liquidated damages as described below.

5.1.1 COUNTY may assess and CONSULTANT shall accept liquidated damages in the amount of one (1) times the gross monthly salary for authorized substitutions of any Key Personnel.

5.1.2 COUNTY may assess and CONSULTANT shall accept liquidated damages in the amount of three (3) times the gross monthly salary for unauthorized substitutions of any Key Personnel.

5.2 No liquidated damages shall be due under this paragraph if the substitution is required due to death, incapacity, resignation, or termination of Key Personnel.

5.3 COUNTY, in its sole discretion, may elect to waive, reduce or delay implementation of liquidated damages.

END OF EXHIBIT E

EXHIBIT F PROJECT SCOPE AND IMPACT

1. Proposed Project Scope

The Humboldt County Community Corrections Re-Entry Resource Center (“HCCRRC”) project will be multi-purpose facility with approximately 15,983 square feet of net program area located to the east of the existing Humboldt County Correctional Facility (“Correctional Facility”) that will accommodate a variety of functional uses. This collaborative two story project will bring together two components for a successful re-entry program. An In-Custody program that prepares inmates for release back into the community and an Out-of-Custody program that assists, guides, and supervises the participant upon release from the correctional facility.

These two components must be clearly separated for security reasons. The secured separation reduces the chances of contraband entering from out-of-custody participants to in-custody inmates. The close proximity of these two components to each other leads to a smooth flow of re-entry participants from in-custody to out-of-custody programs and should increase successful participation in programs.

While the In-Custody component of this complex will be operated by the Humboldt County Sheriff’s Office, overall management of the Out-of-Custody component will be collaborative partnership with the Humboldt County Probation Department, the Humboldt County Department of Health and Human Services, and the Sheriff’s Office. The conceptual design provides the spaces to accommodate the various agencies and functions with the flexibility to address current and future offender program/service needs. The adjacency of HCCRRC to the existing Correctional Facility provides the opportunity to serve the campus and reduce current problems with contraband control.

The HCCRRC will be located on an urban corner lot in downtown Eureka, California, east of the existing Correctional Facility. Public access to the building will be available from the public walk-way on two sides of the building, with vehicular access being from K Street. The urban environment and public access to and from the new building will be a primary focus of site design. The building will consist of two stories over a parking garage with approximately 24 parking spaces. Secure access to the Correctional Facility will be via a bridge from the second floor of the new building to the existing Correctional Facility. The building will be served by the above-referenced 24-space parking garage.

The Out-of-Custody component (first floor) of the HCCRRC will respond primarily to out-of-custody offenders and will contain public areas, shared reception, toilet rooms, elevator, conference rooms, officer’s work stations, classrooms, group rooms, storage, janitor’s closet, electrical room, IT space, break room, interview rooms and circulation corridors. Offenders and public will have clearly identified access and distinct separation from any secure portions of the campus.

There are primarily two distinct functional uses for the out-of-custody component: an administration area for staff; and a programs area for out-of-custody treatment. This component is intended to consolidate administration and monitoring of all criminal justice alternative programs being managed.

The probation function will be a day-reporting center including administration and offices for probation officers, as well as interview and meeting rooms for training programs and interaction with out-of-custody offenders on probation.

The Sheriff’s Work Alternative Program function is a critical component of the new building where out-of-custody offenders come to receive their work assignments. The areas included for this program are interview rooms, storage and administration offices.

The mental health function included within this component will supplement and replace portions of the existing areas at the adjacent Correctional Facility. The current mental health area at the Correctional Facility is extremely undersized to serve the current population. There is relatively little to no administrative space at the existing facility. The adjacency of HCCRRC provides the opportunity for provider staff to serve both facilities. The proposed design provides spaces to accommodate the various functions of mental health services to these populations.

The In-Custody component (second floor) will house inmates preparing to transition from custody back out into the community and includes a separate six (6) bed mental health treatment unit with dedicated program and staff support space which will accommodate six inmates with identified serious psychiatric disorders. The housing is designed for flexible separation of inmate populations.

A primary area within the new facility is the re-entry component and support services. The new expansion includes beds/bunks, but particular transitional beds that accommodate a specific inmate profile who can benefit from structured programs prior to returning to the community. The in-custody beds can also be used for additional classifications. In addition to the mental health beds, one twenty-eight (28) bed and one ten (10) bed dormitory style housing unit are included in the project. The plan is to utilize a direct supervision model at a fixed position for staff efficiency. The podular dormitory design of the housing will provide the facility segregated dormitories with additional flexibility for security and classification purposes. Three (3) program rooms are currently envisioned to allow a variety of intense and structured programs to be implemented.

The housing area will include outdoor exercise, dayrooms, showers and toilets, program rooms, medical screening room, mental health offices, work room, interview rooms and storage rooms. The outdoor exercise yards will be covered and fresh air louvered to allow year-around activities during all seasons. HCCRRC will be primarily independent of the existing Correctional Facility and all services and systems will be new and dedicated to this project. A secure circulation bridge will connect HCCRRC to the existing Correctional Facility for laundry and meal service.

A total of five (5) varying-sized program areas and classrooms will be located on the first floor and three (3) program areas will be included on the second floor. Other space that is planned for the two-story building is shown in the following Table.

Humboldt Community Corrections Re-Entry Resource Center	
Program Area Description	Program Areas in SF
Program Area Summary – First Floor	8,192
1. Sheriff's Work Alternatives Program	1,076
2. Department of Health and Human Services	1,226
3. Probation	2,212
4. Offender Program Rooms	1,675
5. Shared Support Spaces	2,003
Program Area Summary Second Floor	7,791
1. Mental Health	1,746
2. Offender Program Rooms	730
3. Female Housing	1,350
4. Male Housing	3,360
5. Shared Support Spaces	605
Total Program Area in Square Feet	15,983

A key component of the proposed construction (multiple program space and classrooms) will allow the Sheriff's Office to begin providing a continuum of re-entry services that start in the Correctional Facility when Assembly Bill 109 ("AB 109") and other local inmates transition into the community. Currently, inmates leave the Correctional Facility with little or no follow-up assistance. Most need assistance with employment, housing, drug use or other problems before they were booked into the Correctional Facility and most still have service needs when released from detention. The planned construction will give the Sheriff's Office its very first opportunity to develop and implement a "step down" housing arrangement with appropriate program space for re-entry services. The housing and new program areas will provide an extraordinary amount of flexibility in addressing identified service needs for offenders. The services will target factors that are linked to reoffending such as substance abuse, anti-social personality and hostility or anger. The discharge process would begin at least 30 to 45 days prior to release. The discharge interventions would include assessments, employment preparation classes, assistance with transportation, housing, and securing the identification documents which will aid in determining eligibility for other key financial support services.

Consolidating the various programs and alternatives into one central location and making a "one-stop-shop" approach available for inmates, agencies, and service providers will improve service delivery, inmate supervision, and will be cost-effective over time. Integrating justice agency support staff in one location and facility is more efficient to operate, particularly in minimizing operational costs. The proposed project also aligns with the legislature's approach in Senate Bill 863 and expectations for how counties should handle and process the new AB 109 Realignment offender populations. The programming and inmate support spaces designed for the HCCRRC incorporate what criminal justice research is showing will aid in reducing offender recidivism and controlling crime in local jurisdictions. The HCCRRC also will provide the COUNTY's court system with more options, intermediate sentencing sanctions and alternatives involving both pretrial and sentenced offenders.

2. Extent to Which Facility Will be "Green"

The HCCRRC facility construction is intended to meet Cal-Green mandatory requirements as applicable to the building type. The Design Team shall provide a cost-benefit analysis as to the options of meeting Cal-Green Tier 1 and/or Tier 2 standards. This analysis will be performed in conjunction with a Life Cycle Cost Analysis throughout the design process to provide input and inform the design decision-making process. The intent of the COUNTY is for the Design Team to provide a well-designed, low-maintenance building, including features such as abundant daylighting, a high R-value envelope, efficient mechanical plumbing and electrical systems that will maximize staff and user comfort and minimize life-cycle cost to the COUNTY.

END OF EXHIBIT F

EXHIBIT G

PROJECT ADMINISTRATION PLAN

The County of Humboldt ("COUNTY") has developed and will utilize a project management, construction and administrative work plan specifically intended to address local and State building requirements for the new Humboldt County Community Corrections Reentry Resource Center ("HCCRRC"). The COUNTY will utilize a design/bid/build delivery construction method. The COUNTY's project team, will be supplemented with a construction administration consultant and a single architectural/engineering firm ("CONSULTANT"). The project management team will include the Humboldt County Administrative Office, the Humboldt County Sheriff's Office ("Sheriff"), and the Humboldt County Probation Department ("Probation"). The COUNTY's designated Project Manager will be the Humboldt County Department of Public Works ("Public Works"), which will be responsible for ensuring all phases of the design and construction work are coordinated throughout the project delivery process and the scope of work is accomplished within the allotted time.

Designated COUNTY staff will respond to the State on all contract matters. The CONSULTANT will comply with all minimum standards set forth in Titles 15 and 24 of the California Code of Regulations, complete a full plan check with State and local building representatives and have responsibilities for design, cost and scheduling issues through the bidding and award phase of the project. An integrated project delivery process will be used for programmatic and quality control delivery in which the COUNTY, construction team, consultants, and all stakeholders (the Humboldt County Department of Health and Human Services ("DHHS"), Sheriff and Probation) are involved to review the drawings and the performance of all consultants retained for the project. In addition, the project manager will monitor, schedule, and coordinate activities on behalf of the COUNTY.

A single General Contractor will be responsible to organize the construction workforce, order materials, establish a quality control program and schedule the work of all trades, including, without limitation, mechanical, plumbing and electrical, in a logical order. Throughout the construction phase of the project, the COUNTY will implement procedures and systems for managing construction. The core project team comprised of the project manager, jail transition team personnel, on-site inspector, construction administrator, design team, the general contractor and others, as needed, will provide the oversight necessary to ensure a successful project. The core team will attend, at a minimum, weekly meetings to determine project status and make timely decisions on all pending issues.

The construction administrator, inspector and materials testing consultant will work in concert on a daily basis to evaluate the quality and quantity of the general contractor's progress. The CONSULTANT will be available to address technical requests from the general contractor and Public Works will be the State liaison and will respond to any departmental issues that may arise during the construction project.

Following substantial completion, Sheriff, Probation and DHHS personnel will transition into the functional spaces and train staff. The local fire department will inspect and verify operation of the fire safety equipment. Upon completion of any corrective work, inspections, and audits, final payment will be made to the General Contractor.

COUNTY has completed the initial programming, conceptual site design, and layout for all components of the HCCRRC project. The COUNTY staff and project transition team are also in place.

END OF EXHIBIT G

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Dealey, Renton & Associates, P. O. Box 12675, Oakland, CA 94604-2675, 510 465-3090. CONTACT NAME: Jo Lusk, PHONE: 510 465-3090, FAX: 510 452-2193, E-MAIL ADDRESS: jlusk@dealeyrenton.com. INSURER(S) AFFORDING COVERAGE: INSURER A: American Automobile Ins. Co. (NAIC # 21849), INSURER B: ACE American Insurance Company (NAIC # 22667).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) All Operations of the Named Insured. A Waiver of Subrogation applies to Workers Compensation. See attachment.

CERTIFICATE HOLDER: Humboldt County Department of Public Works, 1106 Second Street, Eureka, CA 95501. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

Insured: Nichols, Melburg & Rossetto

Policy Number: WZP81033447

Effective Date: 07/01/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Humboldt County Department of Public Works
1106 Second Street
Eureka, CA 95501

SCHEDULE NAME OF PERSON(S) OR ORGANIZATIONS CONT'D: Humboldt County Department of Public Works

Countersigned by



Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

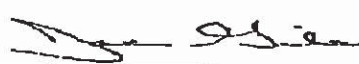
PRODUCER S F I Insurance Services 1524 Market Street Redding CA 96001		CONTACT NAME: Renee Sarti PHONE (A/C, No, Ext): (530) 244-7446 FAX (A/C, No): (530) 242-0105 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Ohio Security Insurance Co.	24082
		INSURER B: American Fire and Casualty Company	24066
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 16-17 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BK056636869	8/1/2016	8/1/2017	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person) \$ 15,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY			BA556636869	8/1/2016	8/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			USA56636869	8/1/2016	8/1/2017	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB		CLAIMS-MADE				AGGREGATE \$ 1,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						Products-Completed Ops Aggr \$ 1,000,000	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED AS PER THE ATTACHED FORM.

CERTIFICATE HOLDER HUMBOLDT COUNTY DEPARTMENT OF PUBLIC WORK 1106 SECOND STREET EUREKA, CA 95501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Joe Gibson/RENEE 
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