

FIRST AMENDMENT
TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA
AND LIONAKIS

Agreement Number 2015-294, dated September 15, 2015, by and between the County of Tehama (County) and Lionakis (Consultant) (the "Original Agreement") shall be amended as set forth herein.

I. Section 1 of the Original Agreement is amended to read as follows:

1. RESPONSIBILITIES OF CONTRACTOR

- A. During the term of this agreement, Consultant shall provide architectural/engineering services for the new Tehama County Corrections Reentry Center Project as set forth in County's SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program Proposal Identification No. A19-13, on the site of the current Tehama County Library, as set forth in Exhibit "B" attached hereto.
- B. Consultant shall further provide architectural/engineering services related to the rerouting of Madison Street; additional structural design to accommodate the existing conditions based on results of the geotechnical investigation; additional architectural/engineering to accommodate a larger building resulting from the increased SB1022 project award; and assist the County in developing a staffing and operational analysis, as set forth in Scope Changes to the Project, attached to this First Amendment as Exhibit "C".
- C. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence, followed by the Exhibits, in descending order, as indicated below:

Exhibit C

Exhibit B

IV. This First Amendment, together with the Original Agreement, constitutes the entire agreement of the parties and supersedes all previous agreements, writings and oral statements. In the event of any inconsistency or conflict between this First Amendment and the Original Agreement, the provisions of this First Amendment shall prevail over those of the Original Agreement. This First Amendment and the Original Agreement may not be further modified except in a writing signed by both parties.

It is mutually agreed that all other terms and conditions of Agreement Number 2015-294 shall remain in full force and effect.

IN WITNESS WHEREOF, County and Consultant have executed this agreement on the day and year set forth below.

Date: MAY 23 2017 COUNTY OF TEHAMA
[Signature]
Chairman

Date: 4/21/17 LIONAKIS
[Signature]
Maynard Feist, Principal

Vendor Number

Approved as to form by
Tehama County Counsel



1919 Nineteenth Street
 Sacramento CA 95811
 P: 916.558.1900
 F: 916.558.1919
 www.lionakis.com

September 3, 2015 (Revised September 11, 2015)

Bill Goodwin
 Chief Administrator
 County of Tehama
 727 Oak Street
 Red Bluff, CA 96080

Re: Proposed Tehama County Corrections Reentry Center – SB 1022 Funding

Dear Bill:

Lionakis is pleased to submit our fee proposal for Tehama County Corrections Reentry Center project to be done with SB 1022 funding.

DESCRIPTION OF PROJECT

Per our discussions and work assisting the County with the SB1022 funding application we understand the project to be approximately the following:

The Tehama County Community Corrections Reentry Center Project will be a new +/- 25,000 square foot multi-purpose facility located adjacent to the existing Main Jail. The facility will include two 32-Bed dormitory-style Reentry Housing units with multiple program rooms. In addition, the facility will include a medical and mental health suite, kitchen, and laundry to support the inmates in the Reentry Center as well as in the Main Jail. The conceptual design provides the spaces to accommodate the Sheriff Department and agencies with the flexibility to address current and future offender program/service needs. Critical components of the facility are the Reentry area for committed offenders to receive their assessment and focused programs and kitchen/laundry with Culinary Arts training. The space is intended to consolidate support spaces, sentenced offenders with intense programs, and Medical/Mental Health agencies managing the population and system.

A primary area within the new facility is the Reentry component and support services. The new expansion includes dormitory-style bunk beds for transitional inmates that can benefit from structured programs prior to returning to the community. These same in-custody beds can also be used for additional classifications. The two 32-bed dormitory style housing units are two level/tiered structures mirrored in plan to each other with attached outdoor recreation. These housing units will be operated using indirect supervision with a fixed control station for staff efficiency. The podular dormitory design of the housing will provide the facility segregated dormitories with additional flexibility for security and classification purposes. Multiple program rooms are adjacent to the housing units.

Site and Miscellaneous Improvements

Work for the new Correctional Reentry Center is anticipated to include new vehicle circulation to a loading dock, drives, fencing, secure walls, pedestrian walks, drop off area and landscaping improvements. Utility infrastructure improvements are anticipated to include new commercial electrical service, storm drainage, sanitary sewer, domestic water, and other improvements necessary to provide a complete and operating facility.

Construction Costs and Schedule:

Lionakis anticipates the construction costs for the above scope of work is \$13,786,000 from both local and state funding sources. Architectural work is anticipated to begin in September or October 2015 with the documents

prepared for a traditional design-bid-build delivery method. Design and agency approval is anticipated to be completed by July 2017 with bidding and construction schedule to be complete by March 2019.

We propose a scope of services for Architectural, Structural Engineering, Mechanical Engineering, Electrical Engineering, Civil Engineering, Security Electronics, Food/Laundry Service, Cost Estimating, Landscape Architecture and deliverables as follows:

SERVICES

Schematic Design

1. The project A/E team will prepare, for approval by the Owner, schematic design documents for the project which consist of drawings and other documents which illustrate the principal components of the project.
2. The project A/E team will develop new space lists to coincide with the developed schematic design plans. The intent is to have required pre-design tasks run concurrent with schematic design.
3. Engineers shall provide design narratives and concepts required to define the intended systems and project approach for the various disciplines.
4. The A/E team shall prepare a detailed opinion of probable costs of the completed schematic design documents.
5. The Architect shall facilitate meetings with the Board of State and County Corrections (BSCC) and the Office of the State Fire Marshal (OSFM).
6. The Architect shall submit Schematic Design documents to BSCC and OSFM for review and shall document comments received from review.
7. The Architect will assist the Owner in preparing and submitting documentation required for Project Establishment with BSCC and the State Public Works Board (SPWB).
8. County shall be responsible for obtaining approval of site Due Diligence and CEQA with the state. The Architect and our consultants will provide supporting documentation.

Design Development

1. Based upon the approved schematic design documents and any adjustments in the scope or quality of the project or in the construction budget authorized by the Owner, the A/E team shall prepare design development documents consisting of drawings and other documents which fix and describe the size and character of the project as to the architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The A/E team shall prepare a detailed opinion of probable costs at the completion of the design development documents.
2. The A/E shall submit documents to BSCC for review and shall facilitate and attend page-turn review meetings with OSFM for review of Design Development documents.
3. The Architect will work collaboratively with County to assist in the updated 3-page estimate, project scope comparison, and project delivery documents for submission to BSCC and CDCR Finance. This will then be reviewed and validated through CDCR Finance to get on SPWB agenda for approval of Design Development (Preliminary Plans (PPs)).

Construction Documents

1. Based upon the approved design development documents and any adjustments in the scope or quality of the project in the construction budget authorized by the owner, the A/E team shall prepare, for approval by the Owner, construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the project. The Architect will incorporate into the 50% construction documents comments, modifications or other recorded notations approved by the Owner for inclusion in the project from the design development phase. The A/E team shall prepare a detailed opinion of probable costs at the completion of the 50% construction documents.

2. Based upon approved 50% construction documents and any adjustments in the scope or quality of the project or in the construction budget authorized by the Owner, the A/E team shall prepare, for approval by the Owner, the 80% completed construction documents consisting of drawings and other documents which show and describe the size and character of the project as to the architectural, structural, mechanical, and electrical systems, materials and such other elements as may be appropriate. The Architect will incorporate into the 80% construction documents comments, modifications or other recorded notations approved by the Owners for inclusion in the project from the 50% construction documents phase. After County review, Lionaks shall meet with the Owner. The Architect shall document the comments from this meeting.
3. Based upon approved 80% construction documents and any adjustments in the scope or quality of the project or in the construction budget authorized by the Owner, the A/E team shall prepare, for approval by the Owner, the 95% completed construction documents consisting of drawings and other documents which fully fix and describe the size and character of the project as to the architectural, structural, mechanical, and electrical systems, materials and such other elements as may be appropriate. The Architect will incorporate into the 80% construction documents comments, modifications or other recorded notations approved by the Owners for inclusion in the project from the 80% construction documents phase. The A/E team will prepare a detailed opinion of probable costs of the completed 95% construction documents.
4. The Architect shall submit the documents to BSCC, OSFM, and local Reviewing Agencies having jurisdiction for review and approval after it receives Owner approval to do so.
5. The Architect will submit documents required for obtaining approvals required by governmental authorities having jurisdiction over the project including the County's Building Authority, BSCC, and OSFM.
6. The Architect will assist the Owner in submitting documents and obtaining approvals required by BSCC, SPWB, and State Department of Finance (DOF).
7. The A/E team will produce a final set of documents suitable for reproduction for bidding; the documents will incorporate the requirements of, and be in conformance with, governmental authorities having jurisdiction over the project.

Bid and Award

1. The architect will assemble a complete bid set that includes contract conditions, bidding requirements and other contract documents provided to the Architect by the Owner. The Architect will assist the Owner in obtaining bids for construction of the project. The Architects assistance shall include attending pre-bid job walks, responding to bidders' inquiries and preparing and issuing bid addenda.
2. The Architect will assist County in providing supporting documentation to BSCC and DOF for approvals to award construction contract.

Construction Administration

1. The A/E team will provide administration of the construction contract for the project as set forth below and in the agreement for services. The Architect shall be a representative of and will advise and consult with the Owner during construction of the project. The architect will have authority to act on behalf of the owner only to the extent provided in the agreement. The architect and any of the architect's consultants appropriate to the stage of work will visit the construction site and attend on-site job meetings to become familiar with the progress of the work. The architect will review and take appropriate action upon shop drawings, product data and samples (collectively referred to as "submittals") required of the contractor by the construction documents, for the limited purpose of checking for general conformance with the design intent expressed in the contract documents. The architect shall respond to contractor's questions and requests for information. In consultation with the owner, the architect will assist in the development of procedures, forms and processes for the issuance and evaluation of changes or potential changes to the work. The architect, assisted by the Owner, will conduct observations to determine the date or dates of substantial completion and the date or dates of final completion. The architect will generate a punch list, as needed and requested by the Owner, of the incomplete or unaccepted items of work.

Upon request of the County, the Architect shall participate in establishing the Construction Manager's role and scope of services for the Construction Administration phase.

The following services will be included for the start of this project.

Topographic and Boundary Survey

1. Provide field survey and office work necessary to prepare a topographic and boundary survey of the project site of approximately 2.5 acres located on Madison Street between Pine and Oak Streets in Red Bluff, California. This task shall include the following items of work:
 - a. Boundary resolution and mapping
 - b. Existing easements per current preliminary title report
 - c. Topographic survey and mapping shall include:
 - i. Contours at one-foot intervals
 - ii. Surface evidence of existing utilities
 - iii. Street sections adjacent to the site
 - iv. Expanded topography onto railroad parcel

The Owner shall provide a current preliminary title report for use as a part of this task.

Geotechnical Engineering Services

Provide soil investigation and testing program sufficient in scope to develop the foundation design criteria and define any foundation and earth stability problems which may occur. The Architect will provide a scope of services from our structural engineer outlining the requirements the geotechnical report must satisfy.

DELIVERABLES (INCLUSIVE OF ALL CONSULTANTS)

Pre Design

1. Deliverable items for SB1022 funding applications were provided under separate contract.

Schematic Design

1. Schematic design documents will consist of drawings, narratives, and other documents illustrating the project scope principal components at the schematic design phase level. The documents will incorporate program requirements and include site utilization plans, floor plans, elevations, sections and other drawings required to describe the project. The A/E team shall prepare a detailed opinion of probable costs of the completed schematic design documents.
2. Updated items such as revised space lists for SB1022 funding.

Design Development

1. The design development documents will be based upon the approved schematic design documents and any adjustments authorized by the County modifying the program or construction budget. Prepared design developments documents consisting of drawings by all consultants, product cut sheets and other documents to fix and describe the size and character of the entire project as to architectural, structural, civil security electronics, food service, mechanical and electrical systems, materials and elements that area appropriate. The A/E team shall prepare a detailed opinion of probable costs at the completion of the design development documents.

Construction Documents

1. The 50% construction documents will be based upon the approved design development documents and any adjustments authorized by the County modifying the program or construction budget. 50% construction documents with draft specifications for review including architectural and engineering drawings, draft specification and calculations. The A/E team will prepare a detailed opinion of probable costs of the construction documents at 50% of construction documents.
2. The 80% construction documents will be based upon the approved 50% construction documents and any adjustments authorized by the County modifying the program or construction budget. 80% construction documents with specifications for review including architectural and engineering drawings, specification and calculations. Submit and obtain approval from County.
3. The 95% construction documents will be based upon the approved 80% construction documents and any adjustments authorized by the County modifying the program or construction budget. Complete construction documents with specifications ready for bidding including architectural and engineering drawings, specification and calculations. Submit and obtain approval from reviewing agencies including the Board of State and Community Corrections. The A/E team will prepare a detailed opinion of probable costs of the construction documents at 95% completion of construction documents.

Bid and Award

1. Assist the County in the distribution of the plans and specifications, participate in pre-bid conference, assist the County in interpreting the documents during the bidding process, the preparation and possible distribution of addenda to the documents that may be required, and provide recommendations to the County concerning acceptance or review of responsive bidders.

Construction Administration

1. Attend a pre-construction meeting with the General Contractor and pertinent subcontractors. Assist the County in reviewing submittals, review operational and maintenance manuals, attend twice-monthly construction progress meetings with Contractor, Owner and Construction Manager, and provide site observations, field questions from the contractor and respond to RFI's, Issues ASI's, Proposal Requests and Change Orders as required, perform final walk-through and provide punch list.

CLARIFICATIONS

The Architect' services shall be limited to those expressly set forth above. If scope of work or deliverables is not specifically listed above they are not considered part of this agreement. The Architect shall have no other obligations, responsibility or deliverables for the project except as agreed to in writing or as provided in the Owner-Architect Agreement.

1. Based upon limitation of liability from our insurance carrier, the Architect is unable to make recommendations dealing with hazardous materials.
2. Final documents to be submitted to BSCC and CDCR Finance will be developed by the Construction Manager.
3. Unless the Optional Services listed above are accepted, the County will contract separately for Topographic and Boundary Survey and Geotechnical Engineering Services. The Architect will provide the County with the requirements that the Geotechnical Report must satisfy.
4. The Architect will design for device and conduit raceways and punch down backboards associated with phone/data/low voltage systems. County will contract separately for pulling wires, punch blocks, servers, racks, and testing of low voltage phone and data systems.
5. The County will prepare any Environmental Impact Reports required for governmental agency approval.
6. We are anticipating up to two (2) total BOS presentation meetings.
7. We are anticipating up to four (4) total site meetings during each phase up to bidding. (Total of 12 site visits)
8. County will be responsible for reproduction and distribution of bid sets.

9. We shall attend bi-weekly meetings/trips during construction administration.
10. We will utilize the following consultants for this project:

Architecture:	Lionakis (The Architect)
Structural Engineering:	Lionakis
Civil Engineering:	Sharrah Dunlap Sawyer, Inc.
Mechanical/Plumbing/Fire Protection:	Capital Engineering Consultants
Electrical Engineering:	Ken Rubitsky and Associates
Security Electronics:	Pennell Consulting, Inc.
Food Services:	The Marshall Associates
Cost Estimating:	Reliable Cost Engineering
Topographic & Boundary Survey (Requested):	Sharrah Dunlap Sawyer, Inc.
Real Estate Due Diligence Parcel Description (Requested):	Sharrah Dunlap Sawyer, Inc.
Geotechnical Engineering (Requested):	GEOPlus, Inc.

COMPENSATION

1. We propose to perform these services and provide the deliverables in conjunction with the information and scope of work described above for a fixed fee as presented below:

Schematic Design Services:	\$289,502.00
Design Development Services:	\$317,059.00
Construction Documents Services:	\$413,578.00
Bid and Award Services:	\$27,567.00
Construction Administration Services:	\$330,860.00
Total Base Amount:	\$1,378,566.00

Should the County desire an increase in the Scope of Services, the parties may negotiate an amendment to this to this agreement.

2. Direct Expenses for reproductions for client and agency review, plans and plots for owner or agency use, standard form documents, color and material boards, postage, handling and delivery of Instruments of Service, and mileage are included in the amounts above. Not included are reproductions for bidding purposes.

3. Requested Services (Not included above):

Topographic and Boundary Survey:	\$7,500
Real Estate Due Diligence Parcel Description:	\$2,500
Geotechnical Engineering Services:	\$14,900

NOTE: These requested additional services shall be performed during the Schematic Design Phase.

Total Contract Amount (with Requested Services): **\$1,403,466.00**

Mr. Bill Goodwin
Tehama County CRC
September 3, 2015 (Revised September 11, 2015)
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We appreciate the opportunity to provide this proposal and are looking forward to working with you on this project. Please do not hesitate to contact me or Richard Hoerner if you require any more information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Maynard Feist', with a stylized flourish at the end.

Maynard Feist, AIA
Principal

Encl.: Fee Schedule



1919 Nineteenth
Street
Sacramento CA 95811
P: 916.558.1900
F: 916.558.1919
www.lionakis.com

March 17, 2017

Bill Goodwin
Chief Administrator
County of Tehama
727 Oak Street
Red Bluff, CA 96080

Re: Proposed Tehama County Jail Addition – SB 1022 Funding Additional Services.

Dear Bill:

As we previously discussed, since signing the contract for the SB 1022 Tehama County Corrections Reentry Center the County has received additional funding from the state to increase project size, new street realignment and site utility work, unforeseen poor soils resulting in extensive structure design for foundations, staffing and operational analysis, etc. resulting in changes to scope that require an adjustment in compensation. Lionakis is submitting the following in support of our request for additional fees.

SCOPE CHANGES TO THE PROJECT

Since signing our current contract, the scope of the new facility has changed as follows:

1. The site has been changed to include rerouting of Madison Street and existing underground utilities, thus increasing the scope of civil engineering required, revising the civil and architectural site plans and plan modifications to address efficiencies in the new building location.
2. Based on results of the geotechnical investigation, it has been determined that the existing soil conditions are not conducive to typical spread footings, thus requiring additional structural design to provide foundations that can be provided to accommodate the existing conditions.
3. With increased award, the scope for the facility has increased to include additional program spaces and additional space for medical staff. This has resulted in a larger building that will affect the work of all disciplines.
4. Assist the County in developing a staffing and operational analysis to present to the Board of Supervisors.

Construction Costs and Schedule:

With the additional funding from BSCC, Lionakis anticipates the construction costs for the above scope of work at approximately \$17,700,000 from both local and state funding sources. Architectural work is anticipated to begin in May or June 2017 with the documents prepared for a traditional design-bid-build delivery method. Design and agency approval is anticipated to be completed by May 2019 with bidding and construction schedule to be complete by July 2020.

COMPENSATION

1. Based on the scope changes described above, we propose the following increase in fees:

Schematic Design Services:	\$49,800.00
Design Development Services:	\$38,850.00
Construction Documents Services:	\$47,500.00

Mr. Bill Goodwin
Tehama County CRC
March 16, 2017
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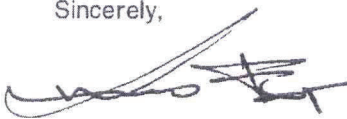
Bid and Award Services:	\$3,050.00
Construction Administration Services:	\$39,400.00
Total Scope Change Amount:	\$178,600.00

2. Direct Expenses for reproductions for client and agency review, plans and plots for owner or agency use, standard form documents, color and material boards, postage, handling and delivery of Instruments of Service, and mileage are included in the amounts above. Not included are reproductions for bidding purposes.

Please note that within the above noted Schematic Design phase fees is an allowance of \$8,800 to accommodate the staffing and operational cost analysis. Should the project not move forward, at a minimum Lionakis is anticipating reimbursement for this additional service and effort to date on additional plan revision documentation.

We appreciate the opportunity to provide this proposal and are looking forward to working with you on this project. Please do not hesitate to contact me or Richard Hoerner if you require any more information.

Sincerely,

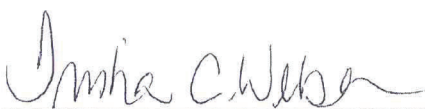


Maynard Feist, AIA
Principal

E-Contract Review
Approval as to Form

Department Name: Tehama County Administration
Vendor Name: Lionakis
Contract Description: Amendment to contract for architectural/engineering services
for new jail.

Approved as to Form:

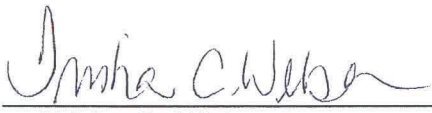
By: 
Trisha C. Weber
Deputy County Counsel

Date: 5-16-17

E-Contract Review
Approval as to Form

Department Name: Tehama County Administration
Vendor Name: Lionakis
Contract Description: Amendment to contract for architectural/engineering services
for new jail.

Approved as to Form:

By: 
Trisha C. Weber
Deputy County Counsel

Date: 5-16-17

MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

R E G U L A R A G E N D A
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35.ADMINISTRATION

- a) **AGREEMENT** – Approval and authorization for the Chairman to sign the First Amendment to the agreement with Lionakis (Misc. Agree. #2015-294) for the purpose of providing additional architectural/engineering services relative to the additional SB 1022 funding for the new Tehama County Corrections Re-entry Project for a flat fee of \$1,582,066 and reimbursement for actual expenses not to exceed \$3,000, adding an additional \$178,600 for a maximum compensation amount of \$1,585,066.
(Miscellaneous Agreement #2017-124)

Following comments;

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Burt Bundy, Supervisor - District 5
SECONDER:	Bob Williams, Supervisor - District 4
AYES:	Garton, Chamblin, Williams, Bundy
ABSENT:	Carlson

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisor on the 23rd day of May, 2017.

DATED: June 12, 2017

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California

Deputy: 