

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND LIONAKIS

This agreement is entered into between the County of Tehama, through its Administration Department, ("County") and Lionakis ("Consultant") for the purpose of providing architectural/engineering services for the new Tehama County Corrections Reentry Center Project.

1. RESPONSIBILITIES OF CONSULTANT

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.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Consultant for said services pursuant to Section 3 and 4 of this agreement.

3. COMPENSATION

A. County shall pay Consultant a flat fee of \$1,403,466 for all services provided hereunder. Except as expressly provided in Subsection (B), this flat fee is inclusive of all compensation, reimbursement, travel and mileage costs, or charges due to Consultant for services provided under this agreement.

B. County shall additionally reimburse Consultant for actual and reasonable reproduction costs for bidding purposes; provided that said reproduction costs are requested and pre-approved by County and supported by an invoice or receipt from the third-party vendor. Reimbursement for reproduction costs for bidding purposes under this Subsection shall not exceed \$3,000.

C. The Maximum Compensation payable under this agreement, including any bidding reproduction expense for reimbursement, shall not exceed \$1,406,466. Consultant shall not be entitled to payment or reimbursement for any tasks or services performed except as specified

herein. Consultant shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or termination of this Agreement. Consultant shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Consultant for any expenses, direct or indirect costs, expenditures, or charges of any nature by Consultant that exceed the Maximum Compensation amount set forth above. Should Consultant receive any such payment, it shall immediately notify County and shall immediately repay all such funds to the County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

A. For the services described in Section 3.A, County will pay up to 90% of the flat fee amount due Consultant as progress payments. Billings shall be submitted no more frequently than monthly and shall be based on a percentage of services completed to the reasonable satisfaction of County up to the date of billing. The remaining monies shall be paid to Consultant after the satisfactory completion of the duties described in this agreement pursuant to Section 1 and after submittal of a final invoice by Consultant. The granting of any progress payment or the receipt thereof by Consultant shall not constitute acceptance of the work or any portion thereof. Consultant shall submit a final invoice to County within 30 days after service has been completed to the reasonable satisfaction of County. County shall make final payment within 30 days of receipt of Consultant's itemized invoice, provided that the services have been satisfactorily completed.

B. Consultant shall submit an invoice for any bidding reproduction costs pursuant to Subsection 3.B within 30 days after the expense is incurred.

5. TERM OF AGREEMENT

This agreement shall commence on the date of signing and shall terminate upon satisfactory completion of the project, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Consultant fails to perform its duties to the satisfaction of the County, or if Consultant fails to fulfill in a timely and professional manner its obligations under this agreement, or if Consultant

violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Consultant. Either party may terminate this agreement on 30 days' written notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year. In the event that this agreement is terminated for any reason, Contractor shall be paid the prorated portion of the flat fee earned prior to termination.

The County's right to terminate this agreement may be exercised by the Tehama County Chief Administrator.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. **EMPLOYMENT STATUS**

Consultant shall, during the entire term of this agreement, be construed to be an independent consultant and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be

rendered and performed in a competent, efficient and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Consultant, if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Consultant be eligible for any other County benefit.

10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment. Notwithstanding the foregoing, to extend that the services or work hereunder include design professional services subject to Civil Code section 2782.8, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code section 2782.8.

11. **INSURANCE**

Consultant shall procure and maintain insurance pursuant to Exhibit "A" - Insurance Requirements for Consultant, attached hereto and incorporated by reference.

12. **NON-DISCRIMINATION**

Consultant shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin,

ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

13. GREEN PROCUREMENT POLICY

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Consultant is encouraged to conform to this policy.

14. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Consultant under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

15 LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

16. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

17. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County: Tehama County Administration
727 Oak Street
Red Bluff, CA 96080

If to Consultant: Lionakis
1919 Nineteenth Street
Sacramento, CA 95811

Notice shall be deemed to be effective two days after mailing.

18. NON-EXCLUSIVE AGREEMENT:

Consultant understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Consultant, or to perform such services with County's own forces, as County desires.

19. STANDARDS OF THE PROFESSION

Consultant agrees to perform its duties and responsibilities pursuant to the terms and conditions of the Agreement in accordance with the standards of the profession for which Consultant has been properly licensed to practice.

20. LICENSING OR ACCREDITATION

Where applicable, the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

21. OWNERSHIP OF DOCUMENTS

All documents, notes, reports, electronic storage media, plans, or any other materials produced by Contractor during the term of this agreement for any purpose related to the agreement shall become the property of the County. Contractor shall deliver, upon full payment by the County for services rendered hereunder, any such materials as requested by the County.

22. CONFLICT OF INTEREST

Contractor and Contractor's employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this agreement.

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

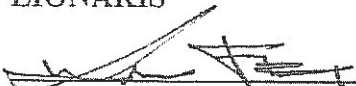
Date: SEP 15 2015

COUNTY OF TEHAMA


Chairman, Board of Supervisors

Date: 9-11-15

LIONAKIS


Representative

115402
Vendor Number

Approved as to form by
Tehama County Counsel

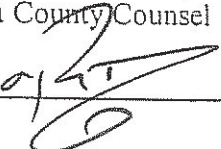


Exhibit A

INSURANCE REQUIREMENTS FOR CONSULTANT

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Consultant, his/her agents, representatives, employees or subconsultants. At a minimum, Consultant shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Consultant has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Consultant and Consultant's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Consultant/Professional services standard agreement only)

If Consultant is a state-licensed architect, engineer, consultant, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Consultant shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Consultant maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Consultant.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Consultant's liability to County and will be the sole responsibility of Consultant.

Primary Insurance Coverage

For any claims related to this project, Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Consultant's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Consultant shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subconsultants

Consultant shall require and verify that all subconsultants maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Consultant fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Consultant resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance.

Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Consultant shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.



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)
Page 7 of 7

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

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

R E G U L A R A G E N D A

32. TEHAMA COUNTY CORRECTIONS REENTRY CENTER

- a) **AGREEMENT** - Approval and authorization for the Chairman to sign the agreement with Lionakis for the purpose of providing architectural/engineering services for the new Tehama County Corrections Reentry Center Project for a total contract amount not to exceed \$1,406,466, to commence on the date of signing and to terminate upon satisfactory completion of the project.

(Miscellaneous Agreement #2015-294)

Following comments;

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dennis Garton, Supervisor - District 3
SECONDER:	Bob Williams, Supervisor - District 4
AYES:	Carlson, Garton, Chamblin, Williams, Bundy

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 Supervisors on the 15th day of September, 2015.

DATED: September 24, 2015

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

Deputy: 