

**AGREEMENT BETWEEN THE COUNTY OF MONO AND LIONAKIS FOR
ARCHITECTURAL, DESIGN, ENGINEERING, AND CONSTRUCTION
ADMINISTRATION SERVICES FOR THE MONO COUNTY NEW JAIL
PROJECT IN BRIDGEPORT, CALIFORNIA**

WHEREAS, the County of Mono, a political subdivision of the State of California (“County”), may have the need for the jail architectural and engineering services of Lionakis, a California corporation of Sacramento, California (“Consultant”); and

WHEREAS, County and Consultant may hereinafter be referred to individually as a “Party” and collectively as the “Parties”.

In consideration of the mutual promises, covenants, terms and conditions hereinafter contained, intending to be legally bound hereby, and with regard to the above Recitals, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Consultant shall perform and furnish to County, upon its request, those services and work set forth in Attachment A (Scope of Work), attached hereto and by this reference incorporated herein. Requests by County to Consultant to perform under this Agreement will be made by the Mono County Public Works Director, or an authorized representative thereof. Requests to Consultant for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Consultant by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by Consultant at County's request under this Agreement will be performed in a manner consistent with the professional skill and care ordinarily exercised by design professionals practicing in the same or similar locality under the same or similar circumstances and in accord with applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

The following attachments are appended to and incorporated into this Agreement by this reference:

- Attachment A – Scope of Work
- Attachment B – Schedule of Payments and Fees
- Attachment C – Schedule of Work
- Attachment D – Subconsultant and Project Principal List
- Attachment E – Responsibility Matrix

In the event of a conflict between the terms of an attachment and this Agreement, the terms of the attachment shall govern.

2. TERM

The term of this Agreement shall be from January 1, 2021, to December 31, 2023, unless sooner terminated as provided in this Agreement.

3. CONSIDERATION

A. Compensation. County shall pay Consultant in accordance with the schedule of payments and fees set forth in Attachment B (Schedule of Payment and Fees) for Consultant's performance or provision of the services and work pursuant to this Agreement and Attachment A (Scope of Work).

B. Travel and Per Diem. Consultant will not be paid or reimbursed for travel expenses or per diem that Consultant incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B (Schedule of Payments and Fees).

C. No Additional Consideration. Except as expressly provided in this Agreement, Consultant shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Consultant shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement. Except as otherwise provided in Attachment B (Schedule of Payments and Fees), the total sum of all payments made by County to Consultant for services and work performed under this Agreement shall not exceed Two Million Seven Hundred Ninety-Seven Thousand One Hundred Thirteen and NO/100 Dollars (\$2,797,113.00) (the "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Consultant shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A (Scope of Work) which were performed or provided at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Consultant may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Consultant has satisfactorily completed the work and performed the services as requested, County shall make payment to Consultant within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Consultant produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Consultant under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

(4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE; TIME IS OF THE ESSENCE

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A (Scope of Work) according to the schedule and time limits set forth in Attachment C (Schedule of Work). It is understood by Consultant that the performance or provision of these services and work will require a varied schedule. Consultant, in arranging his/her schedule, will coordinate with County to ensure that all services and work performed or provided pursuant to this Agreement will be performed within the time limits set forth in Attachment C (Schedule of Work). The Parties acknowledge and agree that time is of the essence and failure of Consultant to perform or provide work and services according to the schedule and within the time limits set forth in Attachment C (Schedule of Work) is a material breach of this Agreement.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Consultant to provide the services and work described in Attachment A (Scope of Work) must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to County. Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A (Scope of Work). Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A (Scope of Work), County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Consultant to provide the services identified in Attachment A (Scope of Work) to this Agreement. County is not obligated to reimburse or pay Consultant for any expense or cost incurred by Consultant in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Consultant by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, that is the result of Consultant's negligence.

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. Consultant shall not be held liable for any reuse of the County owned documents for purposes outside of this Agreement. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION

Consultant shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million and NO/100 Dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Consultant, its employees, agents, subconsultants, and project principles.

9. INSURANCE

A. Consultant shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by County's Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and/or services hereunder and the results of that work and/or services by Consultant, its agents, representatives, employees, subconsultants, or project principles:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Consultant under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than One Million and NO/100 Dollars (\$1,000,000.00) per claim or occurrence or Two Million and NO/100 Dollars (\$2,000,000.00) general aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million and NO/100 Dollars (\$1,000,000.00) per claim or occurrence applicable to all (*please note that Lionakis does not own any company vehicles) non-owned and hired vehicles/aircraft/watercraft. If the services provided

under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Consultant pursuant to this Agreement. Alternatively, such coverage may be provided in Consultant's Pollution Liability policy.

- Umbrella or Excess Liability Insurance.** A policy of Umbrella or Excess Liability Insurance with coverage that is primary and non-contributory to any other insurance maintained by the County, following form over and affording coverage no less broad than the coverage in the Commercial General Liability, Automobile Liability, and Employers' Liability policies. Such policy shall provide limits of not less than Five Million and NO/100 Dollars (\$5,000,000) per occurrence and Five Million and NO/100 Dollars (\$5,000,000) aggregate.
- Professional Errors and Omissions Liability Insurance.** A policy of Professional Errors and Omissions Liability Insurance appropriate to Consultant's profession in an amount of not less than Five Million and NO/100 Dollars (\$5,000,000.00) per claim or occurrence or Five Million and NO/100 Dollars (\$5,000,000.00) general aggregate. The professional errors and omissions liability insurance policy shall embody and include an extended claims period of no less than three (3) years following expiration of this Agreement and any amendments and extensions thereof. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Consultant must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance.** A policy of Comprehensive Consultants Pollution Liability coverage applicable to the work being performed and covering Consultant's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million and NO/100 Dollars (\$1,000,000.00) per claim or occurrence or Two Million and NO/100 Dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. **Coverage and Provider Requirements.** Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Consultant under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Consultant shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

C. **Primary Coverage.** For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, Consultant's insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or Consultant shall provide evidence satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. Subconsultants and Project Principles. Consultant shall require and verify that all subconsultants and project principles maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subconsultants and project principles. The County may approve a variation in the insurance requirements stated above, upon a determination that the coverage, scope, limits and/or forms of such insurance are either not commercially available or that the County's interests are otherwise fully protected.

10. STATUS OF CONSULTANT

All acts of Consultant, its agents, officers, employees, subconsultants, and/or project principles relating to the performance of this Agreement shall be performed as independent contractors, and not as an agent, officer, or employee of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, County, except as expressly provided by law or set forth in Attachment A (Scope of Work). No agent, officer, or employee of County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement.

B. Consultant shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement.

C. Consultant, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

11. DEFENSE AND INDEMNIFICATION

A. In accordance with California Civil Code section 2782.8, except as specifically stated herein, Consultant shall defend with counsel acceptable to County, indemnify, and hold harmless County, its officers, employees, agents, contractors, and representatives from and against claims, damages, losses, judgments, liabilities, expenses, and other costs (including litigation costs and attorneys' fees) to the extent such claims, damages, losses, judgments, liabilities, expenses, and other costs (including litigation costs and attorneys' fees) arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. Notwithstanding the foregoing, solely with regard to Consultant's obligation for claims, damages, losses, judgments, liabilities, expenses, and other costs (including litigation costs and attorneys' fees) arising out of or pertaining to Consultant's professional services, such obligation does not include the duty to provide defense counsel nor to pay for the defense of actions or proceedings brought against County, but rather to reimburse County for attorney's fees and costs incurred in defending such actions or proceedings brought against County to the extent such fees and costs arise from or pertain to the negligence, recklessness or willful misconduct of Consultant.

B. Consultant's obligations under this Paragraph 11 shall apply to any actual or alleged personal injury, death, damage, or destruction to tangible or intangible property, including but not limited to the loss of use. In no event shall Consultant's cost to defend or indemnify County exceed Consultant's finally determined proportionate percentage of fault. Notwithstanding the previous sentence, in the event that Consultant and one or more defendant(s) is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. Any and all costs and expenses related to or associated with determining Consultant's proportionate percentage of fault pursuant to this Paragraph 11 shall be the sole responsibility of Consultant.

C. Consultant's obligations under this Paragraph 11 are not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Consultant, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION

During the performance of this Agreement, Consultant, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Consultant and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Consultant shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Consultant thirty (30) calendar days written notice of such intent to terminate. Consultant may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate. In the event termination is based on cause, termination shall become effective the thirtieth (30th) day following the date of the written notice, unless either Party cures or commences to cure such cause and diligently thereafter prosecutes such cure to completion.

15. ASSIGNMENT

This is an agreement for the personal services of Consultant. County has relied upon the skills, knowledge, experience, and training of Consultant as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Consultant shall not assign any moneys due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT

If Consultant abandons the work, fails to proceed with the work or services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, then County may declare Consultant in default and terminate this Agreement upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT

Waiver of any default by either Party shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 23.

18. CONFIDENTIALITY

Consultant agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Consultant only with the express written consent of County.

19. CONFLICTS

Consultant agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Consultant agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT

Consultant agrees not to use any confidential, protected, or privileged information that is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Consultant by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county

statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Consultant of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 23.

23. AMENDMENT; MODIFICATION

This Agreement may be amended or modified by the mutual consent of the Parties if such amendment or modification is in written form, is executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and is attached to the original Agreement to maintain continuity.

24. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of either Party during the term of this Agreement, which Consultant or County shall be required or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective Party as follows:

If to County:

Mono County Public Works Department
Attn: Tony Dublino, Director
P.O. Box 457
Bridgeport, CA 93517
PHONE: (760) 932-5440
FAX: (760) 932-5441
EMAIL: tdublino@mono.ca.gov

If to Consultant:

Lionakis
Attn: Mike Davey
1919 Nineteenth Street
Sacramento, CA 95811
PHONE: (916) 558-1900
FAX: (916) 558-1919
EMAIL: mike.davey@lionakis.com

25. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic and facsimile transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

26. JURISDICTION; VENUE

This Agreement shall be interpreted under the laws of the State of California, without regard to its law governing conflict of laws. Exclusive venue for any legal action involving or related to the interpretation or enforcement of this Agreement shall be the Superior Court of California, Mono County.


27. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties, and no representations, inducements, promises, or agreements otherwise between the Parties not embodied herein or incorporated herein by

reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the Parties.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE LAST DATE PROVIDED BELOW.

COUNTY OF MONO

By: 
Print: Tony Dublino
Title: Director of Public Works
Dated: February 3, 2021

LIONAKIS

By: Mike J. Davey Digitally signed by Mike J. Davey
DN: C=US, E=mike.davey@lionakis.com,
O=Lionakis, CN=Mike J. Davey
Date: 2021.01.15 09:06:41-0800
Print: Mike J. Davey
Title: Principal
Dated: 1/15/2021

APPROVED AS TO FORM:


Stacey Simon (Jan 19, 2021 11:10 PST)
Mono County Counsel's Office

APPROVED BY RISK MANAGEMENT:


Jacob Sloane (Jan 19, 2021 10:37 PST)
Mono County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN THE COUNTY OF MONO AND LIONAKIS FOR ARCHITECTURAL, DESIGN, ENGINEERING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE MONO COUNTY NEW JAIL PROJECT IN BRIDGEPORT, CALIFORNIA

TERM:

FROM: January 1, 2021 TO: December 31, 2023

SCOPE OF WORK

Consultant shall furnish all labor, equipment, materials, supplies, research, transportation, taxes, and cover all costs to perform and/or provide the architectural, design, engineering, and construction administration services and work specified in this Attachment A (Scope of Work) related to the New Mono County Jail Project (the “Project”).

1. GENERAL CONDITIONS. Consultant’s performance and/or provision of services and work pursuant to the Agreement and this Attachment A (Scope of Work) shall:
 - A. Be consistent with (i) County’s SB844 Package Proposal, dated February 22, 2017; and (ii) the “Request for Qualifications to Provide Architectural, Engineering, and Construction Management Services for the Mono County New Jail Project,” released February 5, 2018.
 - (i) NOTE: Notwithstanding the “Request for Qualifications to Provide Architectural, Engineering, and Construction Management Services for the Mono County New Jail Project,” released February 5, 2018, soliciting proposals for construction management services in relation to the Project, the Agreement and this Attachment A (Scope of Work) does not include the performance or provision of “Construction Management Services” or work. For purposes of the Agreement and this Attachment A (Scope of Work), “Construction Management Services” shall mean those services and work set forth in the agreement for such services between County and its construction management consultant.
 - B. Be coordinated and implemented with the requirements of the appropriate state and local governmental agencies having jurisdiction over the Project.
 - C. Contract or employ, at Consultant's expense, subconsultants and project principles to the extent deemed necessary for completion of the Project including but not limited to architects and mechanical, electrical, structural, landscape, geotechnical, and civil engineers licensed as such by the State of California. The names of said subconsultants and project principles shall be submitted to County for approval prior to commencement of the services and work and, upon approval by the County, listed in Attachment D (Subconsultant and Project Principal List), which may be updated from time to time. County reserves the right to reject the use of any subconsultant or project principle.
 - D. Agree to exercise usual and customary professional care in its efforts to comply with all laws and regulations that apply to the Project services and work specified in the

Agreement and this Attachment A (Scope of Work). If County observes or otherwise becomes aware of any defect in design aspects of the Project, then County shall give prompt written notice thereof to Consultant.

- E. Cooperate with other professionals employed by County for the design, coordination, or management of other services and work related to the Project.
- F. Be responsible for the professional quality, technical accuracy, and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Consultant pursuant to the Agreement and this Attachment A (Scope of Work). Consultant shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
- G. Provide services and work required to obtain code variances or waivers necessitated by the nature of the design with state and local governmental agencies having jurisdiction over the Project.
- H. Maintain a log of all meetings, site visits, or discussions held in conjunction with the performance or provision of the services and work pursuant to the Agreement and this Attachment A (Scope of Work), with documentation of major discussion points, observations, decisions, questions or comments. Such logs shall be furnished to County and/or their representatives for inclusion in the overall documentation of the Project.
- I. Neither County's review, approval of, nor payment for, any of the services and work required pursuant to the Agreement or this Attachment A (Scope of Work) shall be construed to operate as a waiver of any right under the Agreement; and Consultant shall remain liable to County in accordance with applicable law for all damages to County caused by Consultant's failure to perform or provide any of the services and work pursuant to the Agreement and this Attachment A (Scope of Work).
- J. Provide the Mono County Board of Supervisors up to two (2) presentations on the Project.
- K. Attend and participate in one (1) pre-bid meeting prior to County's award of a contract for construction of the Project. Consultant's participation shall include attending a pre-bid job walk (if necessary), responding to bidder's inquiries, and preparing and issuing bid addenda.
- L. Attend and participate in up to six (6) site meetings from the start of schematic design phase through the completion of construction documents.
- M. Attend and participate in bi-weekly (every other week) meetings during the entire construction phase. Meetings will be conducted via Zoom (or equivalent video-conferencing service).
- N. Include sustainable design measures where economically feasible for the Project. Consultant will be following the requirements of Title 24 of the California Code of Regulations, including but not limited to Part 11 of Title 24 of the California Code of Regulations ("CalGreen.")

- O. If County and Consultant agree that a substitution request will result in a better Project or a savings to County, Consultant will review substitution requests submitted by the Project contractor during the bidding phase.
- II. PHASED APPROACH. The performance and provision of services and work by Consultant pursuant to the Agreement and this Attachment A (Scope of Work) shall be completed in the following phases, with Consultant beginning the services and work of each succeeding phase only upon the issuance of a written “Notice to Proceed” by County.
- A. Phase 1: Work and Services – Schematic Design and Project Establishment
- (i) Attend and participate in a kick-off meeting with County and the California Board of State and Community Corrections (the “BSCC”).
 - (ii) Attend and facilitate a kick-off meeting with various County stakeholders to establish project goals, critical success factors, lines of communication and responsibilities, review budget and schedule, and create a basis of priorities.
 - (iii) In coordination with the Mono County Sheriff, prepare staffing plan for consideration and approval by the Mono County Board of Supervisors and the BSCC.
 - (iv) Prepare, for approval by County, schematic design documents for the Project which consist of drawings and other documents which illustrate the principal components of the Project.
 - (v) Provide design narratives and concepts required to define the intended systems and project approach for the various disciplines.
 - (vi) Prepare a detailed opinion of probable costs of the completed schematic design documents.
 - (vii) Prepare and submit the required documents such as the project scope, project schedule, project cost/budget summary table, staffing plan, 3-page estimate to the California Department of Finance (the “DOF”) and the State Public Works Board (the “SPWB”) for Project Establishment.
 - (viii) Submit schematic design documents to the BSCC and the Office of the State Fire Marshall (the “OSFM”) for review.
- B. Phase 1: Deliverables
- (i) As part of schematic design phase, prepare a detailed program listing all of the spaces that will be in the Project, including number of spaces and size of spaces.
 - (ii) Per County’s request, provide a geotechnical engineer’s report for the parcel where the Project will be located.
 - (iii) Provide a hazardous material survey and report of the existing hospital.
 - (iv) Provide drawings, exterior materials board, and interior materials selections.
 - (v) Schematic design documents will consist of drawings and narratives by all subconsultants and project principles, and other documents illustrating the project scope and principal components at the schematic design phase level. The schematic design documents will incorporate program requirements and include site plans, floor plans, elevations, sections, and other drawings required to

describe the Project. Consultant shall prepare a detailed opinion of probable costs, utilizing the CSI format, of the completed schematic design documents. Consultant will reconcile opinion of probable cost with the opinion of probable costs prepared by County's construction manager.

- (vi) Prepare project scope, project schedule, project cost/budget summary table, 3-page estimate for Project Establishment by the SPWB.

C. Phase 2: Work and Services – Design Development, Preliminary Plans

- (i) 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 County, 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. Consultant shall prepare a detailed opinion of probable costs at the completion of the design development documents.
- (ii) Submit design development documents to the BSCC and the OSFM for review.
- (iii) Consultant will work collaboratively with County to assist in the updated budget summary table, 3-page estimate, project scope comparison, and project delivery documents for submission to the DOF. This will then be reviewed and validated through the DOF to get on the agenda of the SPWB for approval of Preliminary Plans. Consultant and its subconsultants and project principles will also provide supporting documentation. County shall be responsible for obtaining approval of site due diligence and any environmental review required by the California Environmental Quality Act ("CEQA").

D. Phase 2: Deliverables

- (i) The design development documents will be based upon the approved schematic design documents and any adjustments authorized by County modifying the program or construction budget. Prepared design developments documents consisting of drawings and specifications by Consultant and its subconsultants and project principles; product cut sheets; and other documents to fix and describe the size and character of the entire Project as to architectural, structural, civil, landscape, security electronics, radio, food service, mechanical and electrical systems, hazardous materials testing and abatement requirements, materials and elements that are appropriate for this type of project. Consultant shall prepare a detailed opinion of probable costs, utilizing the CSI format, at the completion of the design development documents. Consultant will reconcile opinion of probable cost with the opinion of probable costs prepared by County's construction manager.
- (ii) Prepare and provide a budget summary table, 3-page estimate, milestone schedule and project scope for approval of Preliminary Plans.

E. Phase 3: Construction Documents/Working Drawings (Proceed to Bid)

- (i) Based upon the approved design development documents and any adjustments in the scope or quality of the Project in the construction budget authorized by County, Consultant shall prepare, for approval by County, construction

documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Consultant will incorporate into the 50% construction documents comments, modifications, or other recorded notations approved by County for inclusion in the Project from Phase 2.

- (ii) Based upon approved 50% construction documents and any adjustments in the scope or quality of the Project or in the construction budget authorized by County, Consultant shall prepare, for approval by County, the 95% completed construction documents consisting of drawings and other documents which fully establish and describe the size and character of the Project as to the civil, landscape, architectural, structural, mechanical, electrical, security, radio, laundry and food service systems, materials, and such other elements as may be appropriate. Consultant will incorporate into the 95% construction documents comments, modifications, or other recorded notations approved by County for inclusion in the Project from the 50% construction documents phase. Consultant will prepare a detailed opinion of probable costs at the 95% completion of construction documents.
- (iii) Assist County in preparing ground lease and related exhibits required by the DOF and/or the SPWB.
- (iv) Assist County obtain approval of construction documents:
 - (a) Consultant shall submit the construction documents to the local government authorities having jurisdiction for review and approval after it receives County authorization to do so. Such local governmental authorities having jurisdiction may include the Mono County Community Development Department – Building Division, the Bridgeport Public Utilities District, the Bridgeport Fire Protection District, and any consultant of County performing a third-party review of the construction documents.
 - (b) Consultant will assist County in submitting documents and obtaining approvals required by state governmental authorities having jurisdiction over the Project. Such state governmental authorities having jurisdiction may include the BSCC, the DOF and the SPWB, the California Department of General Services (“DGS”), and the OSFM.
 - (c) Consultant will produce a final set of documents (100% Construction Documents) suitable for reproduction for bidding. The documents will incorporate the requirements of, and be in conformance with, the local and state governmental authorities having jurisdiction over the Project.
 - (d) Assist County with the development of a general layout of Furniture, Fixtures and Equipment (“FF&E”) for utility requirements and layout..

F. Phase 3: Deliverables

- (i) The construction documents will be based upon the approved design development documents and any adjustments authorized by County modifying the program or construction budget. Comprehensive construction documents with specifications ready for bidding including architectural and engineering drawings, specification and calculations. Submit and obtain approval from state and local governmental authorities having jurisdiction over the Project. Consultant will prepare a detailed

opinion of probable cost, utilizing the CSI format, of the construction documents at 95% construction documents. Consultant will reconcile opinion of probable cost with the opinion of probable cost prepared by County's construction manager.

- (ii) Prepare updated budget summary table, 3-page estimate, milestone schedule, and project scope for working drawings approval.

G. Phase 4: Bid and Award

- (i) Consultant will assemble a bid ready set that includes contract conditions, bidding requirements and other contract documents provided to Consultant by County. County shall provide front end General Conditions and Division 1 (if available) for specifications. Consultant will assist County in obtaining bids for construction of the Project. Consultant's assistance shall include attending a pre-bid job walk (if necessary), responding to bidder's inquiries and preparing and issuing bid addenda.
- (ii) Consultant will assist County in providing supporting documentation to the BSCC and the DOF for approvals to award construction contract.

H. Phase 4: Deliverables

- (i) Assist County in the distribution of the plans and specifications, participate in the pre-bid conference, assist 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 County concerning acceptance or review of responsive bidders.
- (ii) Provide electronic drawings and specifications for posting to the bid site by County.

I. Phase 5: Construction Administration

- (i) Consultant will provide administration of the construction contract for the Project as set forth below and pursuant to the Agreement and this Attachment A (Scope of Work). Consultant shall be a representative of and will advise and consult with County during construction of the Project. Consultant will have authority to act on behalf of County only to the extent provided in the Agreement, unless otherwise modified. Consistent with Section 1, Consultant and its subconsultants (as appropriate to the stage of work) will attend and participate in bi-weekly (every other week) video-conference meetings to become familiar with the progress of the work on the Project. Consultant 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. Consultant shall respond to the contractor's questions and requests for information. In consultation with County, Consultant will assist in the development of procedures, forms and processes for the issuance and evaluation of changes or potential changes to the work on the Project. Consultant, assisted by County, will conduct observations to determine the date or dates of substantial completion and the date or dates of final completion. Consultant will generate a punch list, as needed and requested by County, of the

incomplete or unaccepted items of work.

J. Phase 5: Deliverables

- (i) Submittal reviews
- (ii) Site observation reports
- (iii) Responses to Requests for Information (RFIs)
- (iv) Consultant's Supplemental Instructions (as required)
- (v) Proposal Requests (as required)
- (vi) Punch lists
- (vii) Record drawings based on contractor's as-built drawings.

3. EXCLUSIONS. Work, services, and deliverables performed or provided by Consultant are limited to those set forth above in Section 2 of this Attachment A (Scope of Work). Work, services, and deliverables not listed in Section 2 shall not be considered within the scope of work and services of this Attachment A (Scope of Work) and therefore not the responsibility of Consultant to perform or provide. The following work, services, and deliverables are excluded from this Attachment A (Scope of Work):

- A. Construction Management Services, meaning those services and work set forth in the separate agreement for such services between County and its construction management consultant.
- B. Project site surveying work. Site surveying service and work, including the preparation of all necessary legal descriptions and exhibits, will be performed or provided by County and/or its consultant(s).
- C. Environmental services required by mitigation measures of any environmental document prepared pursuant to CEQA.
- D. Design services and work related to facilities and infrastructure of the water system that will service the Project but located outside of the Project site. Design services and work related to water system facilities and infrastructure located on the Project site are included within the scope of services and work to be performed by Consultant pursuant to this Attachment A (Scope of Work).
- E. Design of the fire alarm systems for the Project. Notwithstanding the foregoing, the performance or provision of services and work related to the design of equipment and device layouts, cabling, and specifications for a deferred approval is within the scope of services and work to be performed by Consultant pursuant to this Attachment A (Scope of Work).
- F. Preparation of any topographic survey of the Project site. Topographic surveying services and work will be performed or provided by County and/or its consultant(s).
- G. Hazardous materials construction administration and abatement monitoring.
- H. Services and work related to "Art in Public Places." Consultant will, however,

coordinate with County and its consultants substrate and structural requirements to accommodate integration into the Project.

- I. Substantial design changes made by County subsequent to approval of design development documents.
- J. Services and work related to changes or additions at County's request resulting in change orders during construction.
- K. Services and work related to the design and installation of equipment and devices associated with phone, data, and low voltage systems. Notwithstanding the foregoing, the performance or provision of services and work related to the design of outlet boxes, conduit raceways, cabling, backboards, grounding and power for phone, data, and low voltage systems are within the scope of services and work to be performed by Consultant pursuant to this Attachment A (Scope of Work)..
- L. Preparation and provision of reproduction and distribution of bid sets.
- O. Performance or provision of services or work to document FF&E beyond preparing and providing a general layout.
- S. Performance or provision of (i) wayfinding signage and (ii) signage beyond building signage, door signage, life safety signage, and accessibility signage required by applicable statutes, regulations, and codes.
- T. Performance or provisions of services and work related to the review of substitution requests submitted by the Project contractor during the bidding phase unless County and Consultant agree that the request will result in a better Project or a savings to County.
- U. Performance or provision of services and work-related operational cost studies or life cycle cost analyses.
- V. Performance or provision of services "materials testing" services and work during the construction phase.
- W. Performance or provision of services and work related to contaminated soil and contaminated water.
- X. Preparation of more than one (1) set of construction documents that will include the demolition of the existing County hospital.
- Y. Preparation of more than two (2) resubmittals for the same specification section.
- Z. Preparation of more than twenty (20) substitution requests.

ATTACHMENT B

AGREEMENT BETWEEN THE COUNTY OF MONO AND LIONAKIS FOR ARCHITECTURAL, DESIGN, ENGINEERING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE MONO COUNTY NEW JAIL PROJECT IN BRIDGEPORT, CALIFORNIA

TERM:

FROM: January 1, 2021 TO: December 31, 2023

SCHEDULE OF PAYMENTS AND FEES

1. PAYMENTS TO CONSULTANT.

- A. In General; Phased Compensation. Subject to the Contract Limit specified in Paragraph 3.D of the Agreement, the compensation to be paid by County to Consultant for furnishing all labor, equipment, materials, supplies, research, transportation, taxes, and all costs (both direct and indirect) for the performance and provision of all services, work, and deliverables pursuant to the Agreement and Attachment A (Scope of Work) shall be paid on a phased fixed fee basis according to the rates set forth in TABLE B-2 for an amount not to exceed the limits for each phase of the Project as set forth in TABLE B-1.

TABLE B-1

PROJECT PHASE	LIMIT
Phase 1 - Schematic Design Services:	\$437,165.00
Phase 2 - Design Development Services:	\$573,328.00
Phase 3 - Construction Documents Services:	\$1,005,413.00
Phase 4 - Bid and Award Services:	\$78,884.00
Phase 5 - Construction Administration Services:	\$702,324.00
Total for All Services:	\$2,797,113.00

- B. Compensation for Additional Services.
- (i) "Additional Services," as described in Section 1.C of this Attachment B (Schedule of Payments and Fees), when authorized in a separate writing by County, shall be performed by Consultant for a negotiated fee based on the hourly rates of Consultant and its subconsultants and project principles (if any) listed in TABLE B-2.
- (ii) The following hourly rates of Consultant and its subconsultants and project principles (if any) include overhead, administrative costs, and profit and are valid through the Term of the Agreement. If the Term of the Agreement is extended past the scheduled completion date for reasons other than delays by Consultant or any of its subconsultants, then the hourly rates listed in TABLE B-2 for the performance or provision of Additional Services may be adjusted for inflation

upon subsequent written agreement of the Parties.

- (iii) The rates of Consultant and its subconsultants and project principles (if any) set forth in TABLE B-2 shall be used for informational purposes to assist in arriving at a “Negotiated Fee” for Additional Services. These rates are for informational purposes only, and the negotiated fee set forth in any subsequent written agreement of the Parties shall control.

C. Examples of Additional Services. “Additional Services” may include the following:

- (i) Services with respect to replacement of any work damaged during construction,
- (ii) Services required because of default of the Contractor, or major deficiencies or defects in the work of Contractor which in no way were caused by Consultant.
- (iii) The design and installation of phone, data, and low voltage devices, equipment, and systems.
- (iv) Design services and work related to facilities and infrastructure of the water system that will service the Project but located outside of the Project site.
- (v) Substantial design changes made by County subsequent to approval of design development documents (e.g., the addition of square footage to the Project; the addition of other structures; changes to functional layout of spaces; changes to consultant systems design such as security electronics, mechanical systems, extents of electrical load on emergency power).
- (vi) Services and work related to changes or additions at County’s request resulting in change orders during construction (e.g., changes to detention door configurations or hardware; changes or additions to security electronics layout and function; the addition or modification to areas of the Project).
- (vii) The preparation of more than one (1) set of construction documents (including documents related to the demolition of the existing County hospital).
- (viii) The preparation of more than two (2) resubmittals for the same specification section.
- (ix) The preparation of more than twenty (20) substitution requests.

[CONTINUED ON NEXT PAGE]

TABLE B-2

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Principal	\$240.00
Associate Principal.....	\$225.00
Senior Associate	\$215.00
Director of Healthcare Planning	\$215.00
Director of Accessibility	\$215.00
Director of Sustainability	\$205.00
Director of Planning	\$205.00
Associate	\$205.00
Project Director	\$195.00
Senior Project Manager	\$185.00
Specifications Writer	\$185.00
Project Manager.....	\$175.00
<u>ARCHITECTURAL SERVICES</u>	
Senior Architect.....	\$175.00
Architect II	\$160.00
Senior Job Captain	\$160.00
Job Captain.....	\$150.00
Architect I.....	\$150.00
Designer III.....	\$135.00
Designer II.....	\$125.00
Designer I.....	\$115.00
Specification Technician	\$115.00
<u>INTERIOR DESIGN SERVICES</u>	
Interiors Project Director	\$180.00
Senior Interior Designer	\$160.00
Project Interior Designer	\$140.00
Interior Designer III	\$125.00
Interior Designer II	\$110.00
Interior Designer I	\$100.00
<u>STRUCTURAL ENGINEERING SERVICES</u>	
Senior Engineer	\$175.00
Engineer II.....	\$165.00
BIM Manager	\$160.00
Engineer I.....	\$155.00
Senior BIM Technician	\$150.00
Structural Designer III	\$145.00
BIM Technician II	\$135.00
Structural Designer II	\$135.00
Structural Designer I	\$125.00
BIM Technician I	\$125.00
<u>PROJECT SUPPORT SERVICES</u>	
Graphics Creative Director.....	\$175.00
Senior Graphic Designer.....	\$145.00
Graphic Designer	\$115.00
Senior Project Coordinator.....	\$100.00
Project Coordinator	\$90.00
Staff Technician	\$80.00
Consultant.....	Direct Cost + 10%
Reimbursables	Direct Cost + 10%
<i>Blueprints, Photocopies, Shipping, Photography, Plotting, Renderings, Travel Expenses, Agency Fees, etc.</i>	
Mileage	per IRS standard rate

ATTACHMENT C

AGREEMENT BETWEEN THE COUNTY OF MONO AND LIONAKIS FOR ARCHITECTURAL, DESIGN, ENGINEERING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE MONO COUNTY NEW JAIL PROJECT IN BRIDGEPORT, CALIFORNIA

TERM:

FROM: January 1, 2021 TO: December 31, 2023

SCHEDULE OF WORK

1. GENERAL.

- A. Within five (5) business days after the Notice to Proceed, Consultant shall submit a “Schedule of Work” to County for review and approval. The Schedule of Work shall be in the form of a progress chart clearly delineating all phases, review dates and deadlines. The Schedule of Work shall also delineate the relationship and responsibilities between County and state and local governmental agencies having jurisdiction over the Project that will be completing or providing approvals.
- B. Consultant shall update the Schedule of Work at the completion of each Project phase and shall deliver the Schedule of Work to County with Consultant's monthly billing for completion of each Project phase.

2. SCHEDULE OF PHASES.

- A. Consultant shall complete all work and services required for each Project Phase within the time limit listed below. The time limit for each Project Phase is the number of months, as noted, from the date the written Notice to Proceed is issued by County for each Project Phase through the date of completion of all services and work required for that Project Phase. The time limit does not include time required for reviews by County and other regulatory agencies for each Project Phase within the time limit listed below.
- B. As set forth in Paragraph 4 of the Agreement, time is of the essence and failure of Consultant to perform or provide work and services on time is a material breach of this Agreement.

PHASE	TIME LIMIT	REVIEW PERIOD & APPROVALS
Phase 1: Schematic Design	4 Months	3 months (DOF) for Project Establishment
Phase 2: Design Development	5 Months	3 months (DOF) for Preliminary Plans
Phase 3: Construction Documents	7 Months	4 months (DOF, BSCC & CSFM) for Working Drawings
Phase 4: Bidding	3 Months	2 months (DOF) Bid Approval
Phase 5: Construction	16 Months	

ATTACHMENT D

AGREEMENT BETWEEN THE COUNTY OF MONO AND LIONAKIS FOR ARCHITECTURAL, DESIGN, ENGINEERING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE MONO COUNTY NEW JAIL PROJECT IN BRIDGEPORT, CALIFORNIA

TERM:

FROM: January 1, 2021 TO:

SUBCONSULTANT AND PROJECT PRINCIPAL LIST

This Attachment D (Subconsultant and Project Principal List) is attached to the Agreement and incorporated therein by this reference. The following firms and entities are the specialty subconsultants and project principles that Consultant will utilize to perform or provide the services and work related to the Project required by this Agreement. Written approval by County is required to change or add to this list. Notwithstanding anything in the Agreement to the contrary, County reserves the right to reject the use of any subconsultant or project principle. Nothing in the foregoing shall create any contractual relationship between County and any subconsultant or project principle used or utilized by Consultant. Consultant shall update addresses and phone numbers of the below listed subconsultants and project principles if they occur.

TRADE/SERVICE	SUBCONSULTANT/PROJECT PRINCIPAL
Architect:	Lionakis
Interiors:	Lionakis
Structural Engineering:	Lionakis
Mechanical Engineering:	Capital Engineering Consultants, Inc.
Electrical Engineering:	LP Consulting Engineers
Civil Engineering:	NCE
Security Electronics:	LattaTech
Radio:	CSI Telecom
Food Services:	The Marshall Associates, Inc.
Landscape Architecture:	KLA Landscape Architecture
Cost Estimating:	Cumming
Geotechnical Engineering:	Construction Materials Engineers, Inc.
Door Hardware:	Opening Consultants, Inc.
Hazardous Materials Consultant:	Group Delta

ATTACHMENT E

AGREEMENT BETWEEN THE COUNTY OF MONO AND LIONAKIS FOR ARCHITECTURAL, DESIGN, ENGINEERING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE MONO COUNTY NEW JAIL PROJECT IN BRIDGEPORT, CALIFORNIA

TERM:

FROM: January 1, 2021 TO: December 31, 2023

RESPONSIBILITY MATRIX

LEGEND 1= Primary Responsibility 2= Supporting Responsibility 3 = Review/Information Only N/A = Not Applicable	COUNTY	A/E	CM
ITEM			
Project Information			
• Introduce key team members and define roles and responsibilities of each relative to the project	1	2	2
• Identify and review pertinent information and/or documentation necessary from the County for the completion of the project	2	1	1
• Review and explain the overall project goals, general approach, tasks, work plan and procedures, and deliverable products of the project (PMP)	1	1	1
• Develop a detailed task analysis and work plan to ensure all project related information is received and activities can be completed	2	2	1
Typical Tasks for all Design Phases			
• Provide unified management for the Owner of design processes for A/E and other consulting services, such as surveys, EIRs, and geotechnical reports.	2	2	1
• Manage project costs within the established project budget	2	1	2
• Monitor and comment on project design costs	3	1	1
• Ensure development of furniture and equipment budgets and incorporate into project budget, if appropriate.	3	2	1
• Conduct design and consultant coordination meetings	2	1	2
• Coordinate and implement the requirements of regulatory agencies	3	1	2
• Conduct and take meeting minutes of design and consultant coordination meetings.	3	1	2
• Track all design/coordination comments generated in coordination meetings.	3	1	2

ATTACHMENT E

LEGEND			
1= Primary Responsibility 2= Supporting Responsibility 3 = Review/Information Only N/A = Not Applicable	COUNTY	A/E	CM
Schematic Design			
• Assemble all Project Information, including Title/Boundary Search, Soil Report, Topographic Survey, As-builts, Verification of (E) conditions - Site investigations & Field Exploration, EIR, County Standards, Client/Tenant Orq. Charts	1	3	1
Review Schematic Design submittal for compliance with:			
a) Scope and Program Compliance	3	1	1
b) Budget	3	1	1
c) Schedule	3	2	1
d) Value Engineering/Constructability	3	2	1
e) Code and Regulatory Compliance	3	1	2
f) A/E - Owner contract requirements	3	2	1
• Verify design documents and compatible with the project budget	3	1	1
• Submit Schematic Design package including alternatives and cost estimate	3	1	2
• Coordinate presentation of Schematic Design package with County for Board	3	1	2
• Prepare recommendation to Owner for fast tracking or phasing of construction of project facilities by separate contracts, if appropriate.	3	2	1
• Prepare Construction Cost Estimate	3	1	1
• Issue a Notice to Proceed to A/E for beginning of Design Development Phase	1	3	2
Design Development			
County to provide General Conditions, Specifications and Supplementary Conditions	1	2	2
Prepare construction estimates separating building cost from site, utilities and demolition	3	1	1
Review Design Development Submittal for compliance with:			
a) scope and program compliance	3	1	1
b) Budget	3	1	1
c) Schedule	3	2	1
d) Value Engineering/Constructability	3	2	1
e) Code and Regulatory Compliance	3	1	2
f) A/E - Owner contract requirements	3	2	1
• Submit to County Design Development Package	3	1	2
• Submit a statement indicating changes made to the program from Schematic Design and cost impact	3	1	2
• Issue a Notice to Proceed to A/E for beginning of Construction Document Phase	1	3	2
Construction Document (50% CD)			
Review 50% submittal for compliance with:			
a) scope and program compliance	3	1	1
b) Budget	3	1	1
c) Schedule	3	2	1

ATTACHMENT E

LEGEND 1= Primary Responsibility 2= Supporting Responsibility 3 = Review/Information Only N/A = Not Applicable	COUNTY	A/E	CM
d) Value engineering / Constructability	3	2	1
e) Code and regulatory compliance	3	1	2
f) A/E - Owner contract requirements	3	2	1
• Submit 50% CD package to County.	3	1	2
• Submit a statement indicating changes made to the program from Design Development and the cost impact.	3	1	2
• Issue a Notice to Proceed and directions to A/E for beginning Construction Document Substantial Completion Phase.	1	N/A	2
Construction Document (Substantial Completion)			
Review Final CD submittal for compliance with:			
a) Scope and program compliance	3	1	1
b) Budget	3	1	1
c) Schedule	3	2	1
d) Value engineering / Constructability	3	2	1
e) Code and regulatory compliance	3	1	2
f) A/E - Owner contract requirements	3	2	1
• Make corrections as required to reflect BSCC finalback-check comments.	3	1	2
• Prepare preliminary construction schedule for inclusion in bid documents	3	2	1
• Prepare front-end documents.	1	2	2
• Prepare bid and award schedule.	3	2	1
• Payment of plan check fees, etc.	1	3	2
• Submit to County Final CD package	3	1	2
• Submit a statement indicating changes made to the program from CD substantial completion and the cost impact.	3	1	2
• Respond formally to requirements set forth by Governmental Agencies having jurisdiction over the project.	3	1	2
• Establish type of subcontractor and contractor pre-qualification criteria to include in the project documents for bidding (Optional)	2	3	1
• Develop procedures and forms for submission of project budgets, construction estimates, addenda, schedule of values, change orders, requests for payment, final payment request, acceptance of project.	2	2	1
Verify that design documents are compatible with the project budget.	3	1	1
• Prepare Construction Document Package for review by County.	3	1	2
• Prepare construction cost estimate at completion of Final CD's, independent of A/E's.	3	2	1
• Conduct marketing efforts with potential contractors to stimulate competitive bidding.	3	2	1
• Analyze current construction market conditions and advise Owner on bidding activity.	3	2	1

ATTACHMENT E

LEGEND			
1= Primary Responsibility 2= Supporting Responsibility 3 = Review/Information Only N/A = Not Applicable	COUNTY	A/E	CM
• Prepare advertisements for Invitations to Bid of bid documents for County.	3	2	1
• Provide legal counsel review of the "front-end" bid documents specifications with insurance counsel for the amounts and types of insurance and bond coverage included therein.	1	3	2
Documents			
• Establish General Conditions with C.M.	1	2	1
• Establish Pre-Qualification language and forms	1	2	1
• Establish Master Construction Schedule	2	2	1
• Develop Liquidated Damages Plan/Values.	1	2	1
Bid Preparation			
• Coordinate Bid Alternates.	3	1	2
• Compose and Type Bid Forms.	1	2	2
• Prepare Advertisements for Bid.	1	3	2
• Place Advertisements for Bid.	1	3	2
• Pre-Bid Conferences.	2	2	1
• Answer Bidder Questions.	2	1	2
• Prepare Addenda.	2	1	2
• Distribute Addenda.	1	2	2
• Receive and Open Bids.	1	2	2
Evaluate Bids			
• Verify Completeness of Bids.	1	3	1
• Verify Bond Ratings Compliance.	1	3	2
• Verify Licensure.	1	3	2
• Check References (if required)	1	3	2
• Compare Bids to Master Estimate.	2	2	1
• Recommend Award of Bid Package	1	2	1
Rebid (As Required)			
• Propose Bid Changes.	1	1	1
• Revise Bid Documents.	2	1	2
Award			
• Prepare Contracts	1	2	2
• Update Total Project Cost Estimate.	2	3	1
• Verify Completeness of Contract	1	3	1
• Verify Insurance Compliance	1	3	2
• Verify Bond Rating Compliance.	1	3	2
• Prepare & Issue Notices to Proceed.	1	3	2
• Compile and Distribute Construction Sets.	2	2	1
• Coordinate Pre-Construction & Printing Costs.	1	3	2
Construction			
Construction Professionals			
• Solicit Professional Services	1	2	2
• Prepare Agreements & Forms	1	2	2
• Distribute & Track Professionals Contracts	1	2	2

ATTACHMENT E

LEGEND			
1= Primary Responsibility			
2= Supporting Responsibility			
3 = Review/Information Only			
N/A = Not Applicable			
	COUNTY	A/E	CM
<i>Construction Administration</i>			
• Demolition Package Administration/Observation	2	2	1
• Construction Administration/Observation	2	2	1
Submittals			
• Review Shop Drawings	3	1	2
• Review & Accept Construction Schedules	2	2	1
• Review & Approve Submittals	3	1	2
• Evaluate "Equals"	2	1	2
Job Site Meetings			
• Schedule & Conduct Meetings	3	2	1
• Document Meetings	3	3	1
Schedules			
• Prepare Color Board and Schedules	3	1	2
• Distribute Color Board and Schedules	2	1	2
• Prepare Keying Schedule	1	2	2
• Distribute Keying Schedule	1	2	2
Reports			
• Daily Reports	3	3	1
• Project Progress Reports	3	1	1
Requests for Information			
• Initial Review	3	2	1
• Final Review	3	1	2
• Issue Scope of Work Clarifications	3	1	2
• Issue Document Clarifications	3	1	2
• Respond to Requests for Certified Payroll	2	3	1
Change Orders			
• Issue Requests for Proposals	3	1	2
• Prepare Change Orders	3	3	1
• Obtain Signatures for Change Orders	1	2	1
• Distribute & Track Change Orders	3	3	1
• Evaluate Delay & Rain Days	3	3	1
Payment Requests			
• Schedule & Track Pay Requests	3	3	1
• Verify % of Completion	3	3	1
• Sign Pay Applications	1	1	1
• Track Actual & Estimated Construction Cost	3	3	1
• Track Stop Notices & Releases	1	3	1
Project Close-Out			
• Develop & Doc. Arch. Punch Lists	1	1	1
• Distribute & Track All Punch Lists	2	2	1
• Supervise Equipment Start-up	2	2	1
• Supervise Owner Training for Equipment	1	2	1
• Final Record Documents (as-builts)	1	1	2
• Gather & Catalog Manuals & Op. Data	3	2	1

ATTACHMENT E

LEGEND 1= Primary Responsibility 2= Supporting Responsibility 3 = Review/Information Only N/A = Not Applicable	COUNTY	A/E	CM
• Coordinate Delivery of Keys, etc.	2	3	1
• Prepare Notices of Completion	1	3	2
• Distribute Notices of Completion	1	3	2
• Record Notices of Completion	1	3	2
• Record Drawings	3	1	3
• Gather Final Paperwork	2	3	1
Post Occupancy			
Final Payments			
• Determine Withholdings	1	3	2
• Coordinate Clearance of Stop Notices	1	3	2
Warranty Work			
• Coordinate Response to Problems	1	2	3
• Ninth Month Project Walk (post occupancy)	1	1	2