

EXHIBIT-A

To Agreement by and between
District Attorney of Monterey County, hereinafter referred to as “County”
AND
Hector A. Mendoza, hereinafter referred to as “CONTRACTOR”

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

(a) **DESIGN PHASE**

- 1). In collaboration with the Monterey County Victims of Violent Crimes Memorial (MCVVCM) committee, the CONTRACTOR will meet with the MCVVCM committee to conceptualize and brainstorm various ideas for the design phase of the memorial.
- 2). The CONTRACTOR will design and conceptualize a series of eight (8) preliminary designs in black and white using the feedback given by the MCVVCM committee. Based on the eight preliminary, concept designs the MCVVCM committee will choose three final concepts.
- 3). The CONTRACTOR will create a final concept design base on the feedback given by the MCVVCM committee. The MCVVCM committee will approve the final concept design for the memorial.
- 4). The CONTRACTOR will create a series of six, small scale maquettes of various colors (red, orange, blue, green, white and aqua) for the MCVVCM committee to choose a final color for the memorial.

(b) **FABRICATION PHASE**

The CONTRACTOR will work closely with a local, steel fabricator to facilitate the fabrication and completion of a laser-cut design for the sculpture. The dimensions of the steel sculpture will be approximately, thirty inches wide by ninety-six inches tall, by half of an inch (36' x 96"x 1/2") thick sheet of steel.

(c) **FINISHING PHASE**

The sculpture will be transported by the CONTRACTOR to another local shop to be cleaned and sand-blasted to coat the steel sculpture with a color finish using the powder coating process.

(d) **FOUNDATION PHASE**

The CONTRACTOR will work closely MCVVCM committee on the design and implementation of the site-specific, re-bar re-enforced, concrete base, where the steel sculpture will be permanently anchored and displayed. The CONTRACTOR will hire a certified, local contractor for the pouring of the concrete base, or if practicable, County Facilities Department will complete the base.

(e) **SCULPTURE INSTALLATION PHASE**

The CONTRACTOR will transport, supervise, manage, and install the steel sculpture onto the concrete foundation. The artist will work closely with the MCVVCM committee to do a full inspection of the final installation and finish of the sculpture to make sure that the work is to the approval of both the artist and the MCVVCM committee.

A.2 CONTRACTOR is not responsible for:

(a) **LANDSCAPE DESIGN**

For any landscape design, maintenance or gardening implementation on the site-specific, surrounding the sculpture. Including, setting up any type of irrigation systems.

(b) **LIGHTING SYSTEMS**

For the design or set up of any lighting, spot lighting systems or electrical wiring to illuminate the sculpture at night.

(c) **SCULPTURE DAMAGE**

- 1). For any damage to the sculpture cause by elements of nature such as earthquakes, fires, explosions, tornados, and floods.
- 2). For any damage to the sculpture done by acts of vandalism, including, tagging and graffiti of any kind.

A.3 MAINTAINING THE SCULPTURE

- 1). The CONTRACTOR is not responsible for future maintenance or upkeep of the sculpture including the finish and the concrete base.
- 2). At the County's discretion, funds will be made available for a maintenance fund, for the upkeep of the sculpture.
- 3). The sculpture should be examined at least once a year to do basic clean up (dust, spider webs). The sculpture should be examined every five years to check for discoloration of the finish, small cracking, staining, or any signs of structural damage.

A.4 ADDITIONAL SERVICES

Additional services may be added at any time upon written request by County to Contractor. Any such additional services shall be confirmed, in writing, by Contractor and County (email is sufficient), and shall be subject to the terms of this Agreement.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

- a. Upon receipt of a complete and proper invoice, County shall pay for the performance of work as set forth in the Scope of Services, as detailed below. CONTRACTOR will provide invoices detailing the charges based on the rates as detailed herein.
- b. The period of this agreement shall be 1 November 2021 through 30 June 2022.
- c. Total compensation for the duration of this contract will not exceed \$25,000.00 (twenty-five thousand).
- d. Compensation to paid to Contractor as follows:
 - (1) When Agreement is signed, \$8,333.00
 - (2) When sculpture fabrication is complete, \$8,333.00
 - (3) When sculpture is fully installed, and project is complete, \$8,334.00

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.