

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

GHD Inc.

(hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Computerized Maintenance Management System (CMMS) needs assessment and procurement assistance for the County of Monterey Public Works, Facilities and Parks Department as specified in Request for Proposal (RFP) #10890.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$289,776.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from April 18, 2023 to April 17, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: N/A

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County’s payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County’s purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR’s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. “CONTRACTOR’s performance” includes CONTRACTOR’s action or inaction and the action or inaction of CONTRACTOR’s officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage’s, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A- VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers’ Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers’ compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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Agreement ID: NTE \$289,776.00

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Debra R. Wilson, PhD CONTRACTS AND PURCHASING OFFICER	Simon Kaye, PMP, Executive Advisor, North America
Name and Title	Name and Title
1488 Schilling Place, Salinas, CA 93901	320 Goddard, Suite 200, Irvine, CA 92618
Address	Address
(831) 755-4995	(949) 378-9759
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

GHD Inc.

By: _____

Contracts/Purchasing Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____

Mary Grace Perry, Deputy
County Counsel

Date: _____

3/30/2023 | 5:25 PM PDT

Approved as to Fiscal Provisions

By: _____

Ma Mon
Auditor/Controller

Date: _____

3/30/2023 | 10:29 PM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____

Risk Management

Date: _____

By: _____

Contractor/Business Name *

Simon Kaye

(Signature of Chair, President, or Vice-President)

Simon Kaye, Vice President

Date: _____

Name and Title

3/28/2023 | 12:10 PM PDT

By: _____

DocuSigned by:

Duncan Findlay

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Duncan Findlay, Secretary

Date: _____

Name and Title

3/29/2023 | 4:09 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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EXHIBIT A

To Agreement by and between
County of Monterey, hereinafter referred to as “County”
AND
GHD Inc., 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:

1.1. Comprehensive Project Plan.

CONTRACTOR shall provide the County with a comprehensive project plan including detailed listing of phases, tasks and subtasks that include start and completion dates, responsibility, and predecessors.

1.1.1. CONTRACTOR’s tasks shall include all evaluation activity, deadlines, milestones, draft deliverables, review periods, final deliverables and sign-offs.

1.2. CONTRACTOR shall assign a Project Manager who will manage all project resources to ensure all contract requirements are satisfactorily met.

1.3. Task 1: Understanding County’s Existing Conditions.

1.3.1. CONTRACTOR shall conduct an investigation through interview and discovery to determine what processes, software and tools currently work and do not work for the County.

1.3.2. CONTRACTOR’s investigation shall include, but is not limited to, the following:

1.3.2.1. Collection and review of information on Department of Public Works, Facilities and Parks (PWFP) current maintenance and operations assets, workflow processes and software applications for the Roads & Bridges Engineering, Roads & Bridges Maintenance, Parks, and Facilities Maintenance Divisions.

1.3.2.2. Collect feedback from key PWFP staff (stakeholders) to understand desires and intended uses of a CMMS system for PWFP, including facilitating workshops with County staff to develop CMMS system requirements which will follow the

County’s desired work process and meet asset management objectives.

- 1.3.2.3. Assessment and evaluation of collected information to help determine how a CMMS could be incorporated into PWF operations to improve asset management and maintenance, and the potential to integrate with existing County software applications.
- 1.3.2.4. Application of CONTRACTOR’s expertise to help align the County’s needs and desires with the general state of CMMS capabilities.
- 1.3.3. CONTRACTOR shall facilitate up to twenty (20) half-day As-Is process sessions during this assessment phase.
 - 1.3.3.1. The As-Is process sessions shall generally consist of half-day weekly meetings, with occasional full-day meetings and/or bi-weekly meetings depending on County’s availability.
 - 1.3.3.2. This phase is dependent on County’s availability and may take less or more time as needed to accommodate the twenty (20) sessions.
- 1.3.4. CONTRACTOR shall consider in its assessment that the CMMS solution must be compatible and integrate with ESRI GIS.
- 1.3.5. CONTRACTOR shall consider in its assessment the extent that the CMMS system needs to integrate with the other existing software systems County currently utilizes:

Application	Description
WINCAMS	Cost accounting management system for cost and project accounting, tracking costs and managing workflow
Microsoft 365 Suite	Office Suite, Exchange Online, SharePoint Online and OneDrive
AutoCAD	Design software
StreetSaver	Pavement condition database
CGI Advantage	ERP solution software for financial management and HR functions (currently in RFP to replace; announcement/implementation to be determined)

- 1.3.6. CONTRACTOR shall produce a summary of existing systems and data analysis with preliminary observations and initial recommendations prepared in a technical memo.

1.4. **Task 2: CMMS Needs Assessment Report.**

- 1.4.1. CONTRACTOR shall prepare a final CMMS Needs Assessment document which shall include the following:

- Existing conditions
- Areas needing improvement
- Priorities for successfully implementing future CMMS system
- CMMS system's architecture requirements
- CMMS system's intended future uses
- Definition and prioritization of County's work processes
- County's overall asset management objectives
- Ways to avoid weaknesses and close gaps
- Identified risks to successful implementation of CMMS system
- Business processing mapping, including workflow and work order processes

- 1.4.2. CONTRACTOR shall provide up to 70 As-Is process maps and annotation in MS Word, MS Visio and PDF format.

- 1.4.3. CONTRACTOR shall facilitate a two-hour remote CMMS Needs Assessment Review Workshop via MS Teams.

1.5. **Task 3: Develop CMMS Implementation Framework (Roadmap and Plan).**

- 1.5.1. CONTRACTOR shall produce a list of suitable vendors that are identified to offer best-fit solutions that would be a potential good fit for County based on CONTRACTOR's: (a) knowledge of the market, (b) understanding of County's existing conditions and (c) CMMS Needs Assessment.

- 1.5.2. CONTRACTOR shall coordinate and facilitate up to five vendor preliminary meetings, with each meeting being up to two hours in duration.

- 1.5.3. CONTRACTOR shall draft a finalized Final Implementation Plan.

1.6. **Task 4: CMMS Functional and Technical Specifications.**

- 1.6.1. CONTRACTOR shall conduct a two-hour remote Functional Requirements Workshop via MS Teams.

- 1.6.2. CONTRACTOR shall develop finalized Functional and Technical Requirements which shall include (a) General System Requirements; (b) Mobile Requirements; (c) Integration Requirements; and, (d) Work Management Requirements to be included as an Appendix to the CMMS Software RFP.
- 1.6.3. CONTRACTOR's Final Functional and Technical Requirements Document shall be in MS Excel format and incorporate feedback from the Functional Requirements Workshop.

1.7. **Task 5: CMMS RFP Preparation and Release.**

- 1.7.1. County may elect to have CONTRACTOR act in either a lead or support role for the following Task 5 services, depending on County needs.
- 1.7.2. CONTRACTOR shall prepare a draft software and implementation RFP targeting appropriate interest, conveying County's needs and soliciting competition from software implementers in a manner allowing for fair, consistent and quantifiable evaluation of CMMS products.
- 1.7.3. County shall provide templates and guidance on County RFP standards and best practices.
- 1.7.4. CONTRACTOR shall prepare said RFP in accordance with County standard formats.
- 1.7.5. CONTRACTOR shall utilize the Functional Requirements Document referred to in Section 1.6.3., above, as an Appendix to the RFP.
- 1.7.6. CONTRACTOR shall include in the RFP sample process maps representing types of software capabilities needed.
- 1.7.7. CONTRACTOR shall conduct a two-hour remote CMMS Implementation RFP Review and Sign-off Workshop.
- 1.7.8. CONTRACTOR shall prepare Final RFP for CMMS software and implementation services for release by County.
- 1.7.9. CONTRACTOR shall, if County desires, lead a remote pre-proposal Bidders Conference meeting.
- 1.7.10. CONTRACTOR shall draft Addendum Questions and Responses for County review, editing, approval and publishing.

1.7.11. CONTRACTOR shall provide draft responses for new/additional questions proposed by bidders following pre-proposal Bidders Conference until question deadline date and submit to County for review and release as addenda.

1.8. **Task 6: Estimate Cost for New CMMS.**

1.8.1. CONTRACTOR shall determine which cost/pricing structure will give the best overall return on investment for County.

1.8.2. CONTRACTOR shall, in addition to the cost of software, consider hardware and software requirements (e.g., computers, servers, mobile devices), initial implementation costs, user training, license renewal fees, software support and costs for upgrades (all within a specified timeframe) when determining the best software for overall return on investment for County.

1.8.3. CONTRACTOR shall prepare a preliminary cost estimate for CMMS implementation, including vendor software costs and implementation.

1.9. **Task 7: Support Review and Selection of CMMS Vendor.**

CONTRACTOR shall provide the following support assistance during review and ranking of proposals submitted in response to the CMMS software RFP to assist in recommending the best CMMS software system vendor for the County:

1.9.1. CONTRACTOR shall organize an Evaluation Committee with the County.

1.9.2. CONTRACTOR shall prepare and distribute Initial Proposal Evaluation Forms.

1.9.3. CONTRACTOR shall provide support to selection panel during evaluation and scoring of initial bid submissions, providing subject matter expertise as needed.

1.9.4. CONTRACTOR shall conduct three, two-hour remote Scripting Workshops via MS Teams.

1.9.5. CONTRACTOR shall coordinate and facilitate vendor demonstrations and implementer selection.

1.9.6. CONTRACTOR shall provide demonstration scripts and data to shortlisted vendors.

1.9.7. CONTRACTOR shall prepare software demonstration evaluation forms and distribute to Evaluation Committee.

- 1.9.8. CONTRACTOR shall provide support to selection panel during evaluation and scoring of demonstrations and presentations, providing subject matter expertise as needed.
- 1.9.9. CONTRACTOR shall conduct vendor reference checks.
- 1.9.10. CONTRACTOR shall coordinate and attend County site visit(s)
- 1.9.11. CONTRACTOR shall assist County with developing scope of work with the selected CMMS vendor/implementer.
- 1.9.12. CONTRACTOR, *upon County's request*, shall provide the completion of procurement for software and implementation services.

1.10. **Task 8.1, 8.2: Project Administration, Management and Communication.**

- 1.10.1. CONTRACTOR shall plan, conduct and facilitate a remote two-hour Kickoff Meeting with County.
- 1.10.2. CONTRACTOR shall plan, conduct and facilitate bi-weekly (twice per month) half-hour progress update meetings/conference calls with County.
- 1.10.3. CONTRACTOR shall prepare bi-weekly (twice per month) meeting agendas and meeting summaries.
- 1.10.4. CONTRACTOR shall prepare monthly status reports which will be included with invoicing and provided to County contact.
- 1.10.5. CONTRACTOR shall prepare project plan/schedule which will be published and maintained on CONTRACTOR's SharePoint site.
- 1.10.6. CONTRACTOR, *upon County's request*, shall comply with County's additional internal reporting requirements, invoicing or communication standards upon.
- 1.10.7. CONTRACTOR shall prepare significant project correspondence, deliverables and documents.

1.11. **Task 8.3: Project Management for CMMS Implementation Oversight (OPTIONAL).**

CONTRACTOR, *upon County's request*, shall provide the following additional services:

- 1.11.1. CONTRACTOR shall provide implementation project management and quality control for a period of up to 12 months, with timeframe and cost to be reviewed/revised based on selected software implementer's schedule.
- 1.11.2. CONTRACTOR shall conduct a four-hour onsite Implementation Kickoff Workshop.
- 1.11.3. CONTRACTOR shall provide management of CMMS vendor/implementer, functional and technical project activities, data scrubbing and conversion, system integration and user acceptance testing (UAT).
- 1.11.4. CONTRACTOR shall provide management of project actual and forecasted remaining expenditures against budget and project schedule.
- 1.11.5. CONTRACTOR shall regularly interview County staff to allow for observation, understanding and reporting on project activities, issues and risks.
- 1.11.6. CONTRACTOR shall attend key project meetings.
- 1.11.7. CONTRACTOR shall accept and sign-off on vendor provided project deliverables, providing verification that vendor has met or exceeded deliverables as set forth in their scope of work.
- 1.11.8. CONTRACTOR shall develop change request documents as needed and provide to County Project Manager.
- 1.11.9. CONTRACTOR shall prepare and provide to County status reports including issues and escalation logs on a regular basis.
- 1.12. **Task 8.4: Implementation Oversight Project Close-Out (OPTIONAL).**
CONTRACTOR, *upon County's request*, shall provide the following additional services:
 - 1.12.1. CONTRACTOR shall conduct a remote one-hour Project Close-Out meeting via MS Teams for feedback and future objectives if County wishes to pursue future phases.
- 1.13. **Task 9: Guide Implementation of the New CMMS (OPTIONAL).**
CONTRACTOR, *upon County's request*, shall provide the following additional services:

- 1.13.1. CONTRACTOR shall assist vendor, on County's behalf, with collating additional information required for configuration and data migration, including but not limited to facilitating configuration and data migration workshops, reporting requirements, user acceptance testing (UAT), go-live and go-live support.
- 1.13.2. CONTRACTOR shall facilitate communication between County's IT Department and selected implementer to establish appropriate software environment.
- 1.13.3. CONTRACTOR shall identify County testing team and CMMS champions.
- 1.13.4. CONTRACTOR shall identify County CMMS champions and System Administrators.
- 1.13.5. CONTRACTOR shall assist with compilation of configuration worksheets on County's behalf.
- 1.13.6. CONTRACTOR shall facilitate or participate in up to four remote configuration planning workshops, up to four hours each in duration, with the selected vendor and core County CMMS team.
- 1.13.7. CONTRACTOR shall provide support for quality assurance/quality control (QA/QC) of software vendor configuration.
- 1.13.8. CONTRACTOR shall provide recommendations on configuration and integration to software vendor that will best support County's needs and asset management goals within County's budget.
- 1.13.9. CONTRACTOR shall participate in up to four remote software vendor-led configuration workshops, up to four hours each in duration.
- 1.13.10. CONTRACTOR shall develop a testing plan that will document (a) goals for the testing program; (b) testing methodology, including the test environment, participants, process and schedule requirements; (c) change-control documentation processes and acceptance procedures; (d) test scripts for work requests, work orders, inspection types and integration; and, (e) final acceptance.
- 1.13.11. CONTRACTOR shall develop final testing plan.
- 1.13.12. CONTRACTOR shall develop test scripts for County's users acceptance testing (UAT) test team to perform.
- 1.13.13. CONTRACTOR shall provide support during data migration testing.

- 1.13.14. CONTRACTOR shall provide support during system integration testing.
- 1.13.15. CONTRACTOR shall provide three days of onsite user acceptance testing support consisting of assessment, initial training for testing staff and support to testers.
- 1.13.16. CONTRACTOR shall develop a training plan for County's CMMS system implementation that documents training goals, topics, functional groups to be trained and logistical details (where, when and how training will occur).
- 1.13.17. CONTRACTOR shall compile final issues log which will inform software vendor of configuration deficiencies that need to be addressed and be maintained by vendor.
- 1.13.18. CONTRACTOR shall provide one Trainer for onsite support during vendor-led technical and system administrator trainings for up to 80 hours.
- 1.13.19. CONTRACTOR shall be onsite, for up to two days, during software vendor-led go-live activities to provide additional training, including one-on-one assistance to users.
- 1.13.20. CONTRACTOR shall host the vendor issue and actions log on SharePoint.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$289,776.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work based on the following estimated project phase breakdown:

Project Phase	Estimated Cost
Base Project Total	\$160,979.00
<i>Optional</i> CMMS Implementation Oversight (Project Management and QA/QC)	\$ 39,052.00
<i>Optional</i> CMMS Implementation Oversight Project Close Out	\$ 2,557.00
<i>Optional</i> Guide Implementation of the New CMMS	\$ 87,188.00
Estimated Total	\$289,776.00

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the “County Travel Policy”. A copy of the policy is available online at <https://www.co.monterey.ca.us/home/showdocument?id=69364>. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

County and CONTRACTOR agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

The County may elect to reallocate funding from one category or task to another based on actual expenditure needs, providing the total expenditure amount does not exceed the agreement amount.

CONTRACTOR shall use the following pricing sheet for hourly billing labor rates (subject to annual 3% increase as of January 2024) and proposed fees for services indicated in the Scope of Work for its compensation for services rendered:

HOURLY BILLING LABOR RATES			
Position/Title	Regular	Overtime	Other
Project Director	\$262.60	\$262.60	
Client Liaison	\$262.60	\$262.60	
QA/QC -CMMS SME	\$215.90	\$215.90	
Project Manager	\$192.50	\$192.50	
CMMS Technical Lead	\$207.50	\$207.50	
Technical Advisor 1	\$141.30	\$141.30	
Technical Advisor 2	\$172.50	\$172.50	

GHD County of Monterey CMMS NEEDS ASSESSMENT & PROCUREMENT ASSISTANCE

Description	GHD Fee							Hours	Cost	Travel Expenses	Estimated Project Total
	Labor + Overhead Rate	Ryan Johnson Project Director	Jay Walker Client Liaison	Kathleen Zyda QA/QC - CMMS SME	Maddalena Tico Project Manager	Tad Beninger CMMS Technical Lead	Jack Durbin Technical Advisor 1				
Task 1 Understanding The County's Existing Conditions	0	4	7	12	32	24	0	73	\$13,608	\$0	\$13,608
Task 2 CMMS Needs Assessment	0	0	104	132	0	182	0	418	\$73,587	\$10,752	\$84,339
2.1 Defining Work Processes & AM Objectives			100	114		146		360	\$64,170	\$10,752	\$74,922
2.2 CMMS Needs Assessment Document			4	18		36		58	\$9,417	\$0	\$9,417
Task 3 Develop CMMS Implementation Framework	0	0	2	10	8	40	0	60	\$9,870	\$0	\$9,870
Task 4 CMMS Technical & Functional Specifications	0	0	1	8	0	0	0	9	\$1,756	\$0	\$1,756
Task 5 CMMS RFP Preparation & Release	0	2	4	22	0	18	0	48	\$8,188	\$165	\$8,353
5.1 Prepare & Release RFP Draft			1	18		16		35	\$5,942	\$0	\$5,942
5.2 Facilitate Bidders Conference /Respond to Questions			2	3	4	2		11	\$2,225	\$165	\$2,390
Task 6 Estimate Cost for New CMMS	0	0	4	1	0	0	0	5	\$1,056	\$0	\$1,056
Task 7 Support Review & Selection of CMMS Vendor	0	0	5	62	0	24	18	107	\$18,188	\$8,710	\$25,878
7.1 Evaluate & Select Vendor & Implementer			4	50		24	16	94	\$16,641	\$4,070	\$20,711
7.2 Contract Negotiation			1	12				13	\$2,526	\$2,640	\$5,166
Task 8 Project Administration, Management & Communication (Software Needs Assessment & Procurement)	10	10	5	52	0	0	0	77	\$16,341	\$0	\$16,341
CMMS Selection PM	10	5		45				61	\$12,863	\$0	\$12,863
8.1 Project Kickoff			4	4	4			12	\$2,684	\$0	\$2,684
8.2 Project Schedule			1	3				4	\$793	\$0	\$793
Total Labor Hours	10	16	128	299	40	288	18				
Estimated Project Total	\$2,626	\$4,201	\$27,205	\$57,558	\$8,300	\$40,703	\$2,760	795	\$143,352	\$17,627	\$160,979
OPTIONAL SERVICES											
Task 8 Project Administration, Management & Communication (CMMS Implementation Oversight)											
8.3 CMMS Implementation Oversight PM & QA/QC (estimate 12 mo)	12		24	120	24			180	\$36,412	\$2,640	\$39,052
8.4 CMMS Implementation Oversight Project Close Out	2		2	4	4			12	\$2,557	\$0	\$2,557
Total Labor Hours PM During CMMS Implementation	14	0	26	124	28	0	0				
Estimated Cost for PM During CMMS Implementation	\$3,676	\$0	\$5,614	\$23,870	\$5,810	\$0	\$0	192	\$38,969	\$2,640	\$41,609
Task 9 Guide Implementation of the New CMMS (optional)											
9.1 Step 1: Assess			4	8	4			16	\$3,234	\$0	\$3,234
9.2 Step 2: Design			4	8	16	56		84	\$13,638	\$0	\$13,638
9.3 Step 3: Configure			8		24			32	\$6,707	\$0	\$6,707
9.4 Step 4: Test			4	2	42	32	24	104	\$18,626	\$4,730	\$23,356
9.5 Step 5: Train			2	4	84	16		106	\$20,893	\$12,740	\$33,633
9.6 Step 6: Deploy					16			16	\$3,320	\$3,300	\$6,620
Total Labor Hours Task 9	0	0	22	22	188	104	24				
Estimated Cost for Optional Task 9 Services	\$0	\$0	\$4,750	\$4,235	\$38,595	\$14,698	\$4,140	358	\$66,418	\$20,770	\$87,188

GHD's Fee
Below is our proposed fee for the services indicated in the County's RFP and Addendum #1.

Proposed Project Schedule
Although not requested, we have provided our Proposed Project Schedule in Appendix 11 for your consideration.

B.2 CONTRACTORS BILLING PROCEDURES

Payment shall be based upon satisfactory acceptance of each deliverable or portion of deliverable.

CONTRACTOR SHALL verify project invoices to ensure proper accounting of project charges.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, services and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us.

County of Monterey
Department of Public Works, Facilities, and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Exhibit A – Scope of Services/Payment Provisions
GHD Inc.

Any questions pertaining to invoices under this Agreement shall be directed to the PWWP Finance Division at (831) 755-4800 or by emailing to: PWWP-Finance-AP@co.monterey.ca.us.

County may, in its sole discretion, terminate the Agreement 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.