



**COUNTY OF MONTEREY  
CONTRACTS/PURCHASING  
1441 CONSTITUTION BLVD  
SALINAS, CA 93906  
(831) 755-4223**

**MASTER AGREEMENT WITH Integrated Construction Management  
FOR CONSTRUCTION MANAGEMENT SERVICES  
AT NATIVIDAD MEDICAL CENTER  
\$100,000 or less per project**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and Integrated Construction Management hereinafter referred to as "CONTRACTOR."

**RECITALS**

WHEREAS, County has invited proposals through the Request for Proposals (RFP #9600-24) for CONSTRUCTION MANAGEMENT SERVICES, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

**1.0 PERFORMANCE OF THE AGREEMENT**

1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFQ #9600-24 and in this AGREEMENT on the terms and conditions contained herein and in RFQ #9600-24. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFQ #9600-24 dated Friday, July 15, 2011 including all attachments and exhibits
- CONTRACTOR'S Proposal dated August 5, 2011
- AGREEMENT
- Certificate of Insurance
- Additional Insured Endorsements

1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR'S Proposal, RFQ #9600-24 including all attachments and exhibits, Addendum/Addenda, Certificate of Insurance, and Additional Insured Endorsements.

1.3 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.

1.4 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.

1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.

1.5 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.

## 2.0 SCOPE OF SERVICE

2.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization.

2.2 Services will be provided on an on-call basis under a Task Order process between the COUNTY and the CONTRACTOR(s), on a time and materials or competitive proposal basis. The Task Order process will consist of the COUNTY contacting the CONTRACTOR(s), and requesting services related to an individual project. CONTRACTOR(s) will then prepare a detailed scope and cost for each individual Task Order. The Task Orders are subject to agreement between COUNTY Representative and CONTRACTOR(s).

2.3 All approved Construction Management team members will be expected to perform work on the specified project for the entire duration of the project. No substitution is allowed unless approved in writing by the COUNTY. The Construction Management CONTRACTOR(s) is expected to produce complete and correct work in a timely manner that will not impact the project's schedule. The Construction Management CONTRACTOR(s), is expected to monitor his/her approved budget, provide the County with a written construction estimate for any additional work outside the contracted scope of work and obtain written approval from County Representative prior to performing such additional work.

- 2.4 Services may include the following but is not limited to:
  - 2.4.1 Construction Management including but not limited to the following types of projects:
    - 2.4.1.1 Healthcare Facilities Construction
    - 2.4.1.2 New Building Construction
    - 2.4.1.3 Building Renovation
    - 2.4.1.4 Building Rehabilitation
    - 2.4.1.5 Tenant Improvements
    - 2.4.1.6 Site Work
    - 2.4.1.7 Infrastructure
    - 2.4.1.8 General Engineering
    - 2.4.1.9 Conceptual Estimating
  
  - 2.4.2 During the project life cycle, CONTRACTOR's duties shall include but are not limited to:
    - 2.4.2.1 Preparing Requests for Proposals for Design
    - 2.4.2.2 Working with owner and Architect to develop Design criteria
    - 2.4.2.3 Evaluating candidates and make recommendations
    - 2.4.2.4 Reviewing, plans and technical specifications for completeness
    - 2.4.2.5 Performing a pre-construction survey
    - 2.4.2.6 Prepare construction bid package
    - 2.4.2.7 Monitoring and facilitating design plan check with all pertinent agencies
    - 2.4.2.8 Assisting in Selection of Contractor
      - 2.4.2.8.1 Assisting in bidding of projects
      - 2.4.2.8.2 Assisting in prequalification of bidders
      - 2.4.2.8.3 In conjunction with Architect, providing bid analysis
      - 2.4.2.8.4 Conducting reference check on the low bidder
      - 2.4.2.8.5 Conducting state license check on low bidder
      - 2.4.2.8.6 Making recommendation for the successful bidder
      - 2.4.2.8.7 Preparing contract for the successful bidder
      - 2.4.2.8.8 Reviewing contract required documents from the successful bidder
    - 2.4.2.9 In conjunction with Architect, providing value engineering reviews
    - 2.4.2.10 Coordinating the surveying, testing; and inspection needs of the project
    - 2.4.2.11 Assisting Architect in Request for Information (RFI)
    - 2.4.2.12 Negotiating and making recommendation for Change Orders (CO)
    - 2.4.2.13 Providing and maintaining logs for:
      - 2.4.2.13.1 submitted RFI's
      - 2.4.2.13.2 Change Orders
      - 2.4.2.13.3 Submittals
      - 2.4.2.13.4 Request of Quotations
      - 2.4.2.13.5 Correction Notices
      - 2.4.2.13.6 Stop Work Notices
      - 2.4.2.13.7 Any related construction documents
    - 2.4.2.14 preparing weekly construction progress report to COUNTY

- 2.4.2.15 Monitoring CONTRACTOR's labor compliance
- 2.4.2.16 Reviewing CONTRACTOR's safety program
- 2.4.2.17 In conjunction with Architect, prepare all documentation needed for project closeout

2.4.3 Management Knowledge & Company Experience

The Construction Management firm shall have substantial Construction Management experience in the following areas:

- 2.4.3.1 Healthcare Facilities (OSHPD 1)
- 2.4.3.2 Health Clinics (OSHPD 3)
- 2.4.3.3 Public Works Buildings
- 2.4.3.4 Parking Structures
- 2.4.3.5 Administration / Government Buildings
- 2.4.3.6 Data / Communication / Essential Buildings

### **3.0 TERM OF AGREEMENT**

- 3.1 The initial term shall commence with the signing of the AGREEMENT through and including December 31, 2013 with the option to extend the AGREEMENT for two additional (2) year periods. County is not required to state a reason if it elects not to renew this AGREEMENT.
- 3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.
- 3.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

### **4.0 COMPENSATION AND PAYMENTS**

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.

- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.6 The services rendered with respect to this Agreement are limited to a specific single project. A specific project title and number will be given for each project under this Master Agreement. The total amount payable by NMC to CONTRACTOR for each project under this Master Agreement shall not exceed the sum of \$100,000. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.7 After a specific single project is identified by the County each CONTRACTOR under this MASTER AGREEMENT will be invited to participate in a Request for Proposal (RFP) process for the specific project. After review of the RFP's the selection criteria will include, but are not limited to the following:
- 4.7.1 Pricing
  - 4.7.2 Ability of the contractor to demonstrate direct experience providing services as specified in the RFP.
  - 4.7.3 Selection criteria may also include factors determining the responsibility of contractor(s), such as references and past performance.
- 4.8 Tax:
- 4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
  - 4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

## 5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Natividad Medical Center at the following address:

Natividad Medical Center  
P.O. Box 81611  
Salinas, CA 93912-1611  
Attention: Accounts Payable

- 5.2 CONTACTOR shall reference the RFQ number on all invoices submitted to County. CONTACTOR shall submit such invoices 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 CONTACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

**6.0 DESIGN PROFESSIONAL INDEMNIFICATION**

- 6.1 For purposes of the following indemnification provisions (“Indemnification AGREEMENT”), “design professional” has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification AGREEMENT is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification AGREEMENT and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification AGREEMENT and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity AGREEMENT that is permitted by law shall be provided by CONTRACTOR.
- 6.2 Indemnification for Design Professional Services Claims:  
CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this AGREEMENT, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.
- 6.3 Indemnification for All Other Claims or Loss:  
For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR’s performance of design professional services under this AGREEMENT, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or

damage to property, arising from or related to the performance of services under this AGREEMENT by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY.

## 7.0 INSURANCE REQUIREMENTS

### 7.1 Evidence of Coverage:

7.1.1 Prior to commencement of this AGREEMENT, 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 CONTRACTOR upon request shall provide a certified copy of the policy or policies.

7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.2 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 County's Purchasing Officer.

### 7.3 Insurance Coverage Requirements:

7.3.1 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:

7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform 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.

7.3.1.2 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 \$1,000,000 per occurrence.



- 7.3.1.3 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.
- 7.3.1.4 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, 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.

7.4 Other Insurance Requirements:

- 7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to 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.
- 7.4.2 Each liability policy shall provide that 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.
- 7.4.3 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.

- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. 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.
- 7.4.5 CONTRACTOR shall at all times 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 this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

## 8.0 RECORDS AND CONFIDENTIALITY

- 8.1 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.
- 8.2 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.
- 8.3 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.

- 8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of 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.

## 9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

## 10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.

- 10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

### **11.0 CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

### **12.0 COMPLIANCE WITH APPLICABLE LAWS**

- 12.1 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. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 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.
- 12.3 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.

### **13.0 TRAVEL REIMBURSEMENT**

Travel reimbursements shall not exceed the IRS allowance rates as per County of Monterey Travel Policy. A copy of County's Travel Policy is available on the Auditor-Controller's web site at: <http://www.co.monterey.ca.us/auditor/policy.htm>.

**14.0 CLEANUP**

During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by the AGREEMENT. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by the COUNTY.

**15.0 DAMAGE**

The CONTRACTOR shall be held responsible for any breakage, loss of the COUNTY's equipment or supplies through negligence of the CONTRACTOR or his employee while working on the COUNTY's premises. The CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. The CONTRACTOR shall immediately report to the COUNTY any damages to the premises resulting from services performed under this AGREEMENT.

**16.0 NOTICES**

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

**TO COUNTY:**  
Sid Cato/Contracts Manager  
Natividad Medical Center  
1441 Constitution Blvd  
Salinas, CA. 93901  
831.755.4223  
FAX: 831.757.2592  
[catosl@natividad.com](mailto:catosl@natividad.com)

**TO CONTRACTOR:**  
Name Roger Miller  
Address 2340 Garden Road Suite 100  
Monterey, CA 93940  
Tel. No. 831-649-4642  
FAX No. 831-649-3530  
Email Rogermicm@aol.com

## **17.0 LEGAL DISPUTES**

CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

**NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
NMC Contracts/Purchasing Agent

Date: \_\_\_\_\_

By: [Signature]  
Department Head (if applicable)

Date: 10/20/11

By: [Signature]  
Stacy Saetta, Deputy County Counsel

Date: 10/25/11

By: [Signature]  
Auditor/Controller

Date: 10/26/11

**CONTRACTOR**

Integrated Construction Management\*

Contractor's Business Name\*\*\*

[Signature]  
Signature of Chair, President, or Vice-President

Roger D. Miller, Jr. Director

Name and Title

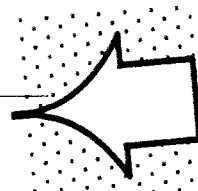
Date: 10/10/2011

By: [Signature]  
Signature of Secretary, Asst. Secretary,  
CFO, Treasurer or Asst. Treasurer

Craig Robertson, CFO

Name and Title

Date: 10/10/2011



\*\*\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

\*Integrated Construction Management (ICM) is a fictitious business name used by Wald, Ruhnke and Dost Architects, LLP. When the names Integrated Construction Management or ICM are used in this Agreement, such use designates Wald, Ruhnke and Dost Architects, LLP as the party to this contract.

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
10/18/11

## PRODUCER

Dealey, Renton & Associates  
P. O. Box 12675  
Oakland, CA 94604-2675  
510 465-3090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

## INSURED

Integrated Construction Management  
2340 Garden Road, Suite 100  
Monterey, CA 93940

INSURER A: **Sentinel Insurance Co. LTD**  
INSURER B: **Hartford Accident & Indemnity**  
INSURER C: **Hudson Insurance Company**  
INSURER D: **Hartford Underwriters Ins. Co.**  
INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	57SBABB2284	10/13/11	10/13/12	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$2,000,000
					GENERAL AGGREGATE	\$4,000,000
					PRODUCTS -COMP/OP AGG	\$4,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
D	AUTOMOBILE LIABILITY	57UECVX7852	10/13/11	10/13/12	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
A	EXCESS LIABILITY	57SBABB2284	10/13/11	10/13/12	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$1,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10000					\$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	57WECDL1576	10/13/11	10/13/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	OTHER Professional Liability	AEE7265200	08/28/11	08/28/12	\$1,000,000 per claim \$3,000,000 annl aggr.	

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

General Liability policy excludes claims arising out of the performance of professional services.

All operations of named insured.

Natividad Medical Center and the County of Monterey, its officers, agents,  
(See Attached Descriptions)

## CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_

## CANCELLATION

Natividad Medical Center  
Attn: Contracts Manager  
1441 Constitution Blvd.  
Salinas, CA 93906

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## DESCRIPTIONS (Continued from Page 1)

and employees are additional insureds as respects to general liability and automobile liability per policy form wording. Insurance is primary and non contributory.

**Insured: Integrated Construction Management**  
**Insurer: Sentinel Insurance Company, LTD.**  
**Policy Number: 57SBABB2284**  
**Policy Dates: October 13, 2011-October 13, 2012**

**Additional Insured: Natividad Medical Center and the County of Monterey, its officers, agents, and employees**

EXCERPTS FROM: Hartford Form SS 00 08 04 05

## **BUSINESS LIABILITY COVERAGE FORM**

### **C. WHO IS AN INSURED**

#### **6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

#### **f. Any Other Party**

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations; .
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if
  - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
  - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

#### **E.5. Separation of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a.** As if each Named Insured were the only Named Insured; and
- b.** Separately to each insured against whom a claim is made or "suit" is brought.

#### **E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

#### **E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**Insured: Integrated Construction Management**  
**Insurer: Hartford Underwriters Ins. Co.**  
**Policy Number: 57UECVX7852**  
**Policy Dates: October 13, 2011-October 13, 2012**

**Additional Insureds: Natividad Medical Center and the County of Monterey, its officers, agents, and employees**

**EXCERPTS FROM CA 00001 (1001)**  
**HARTFORD BUSINESS AUTO COVERAGE**

**Additional Insured: SECTION II – LIABILITY COVERAGE**

1. WHO IS AN INSURED: The following are “insureds”
  - c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

**Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS**

**B. General Conditions - 5. Other Insurance**

- a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.
- c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Liability Coverage is primary for any liability assumed under an “insured contract”.

**Cross Liability Clause: SECTION V – DEFINITIONS**

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

**EXCERPTS FROM HA9916 (0302)**  
**HARTFORD COMMERCIAL AUTOMOBILE BROAD**  
**FORM ENDORSEMENT**

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of Policy No. 57WECDL1576

Issued to: Integrated Construction Management

By: Hartford Accident & Indemnity

Premium (if any) TBD

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2-5% of the California workers compensation premium otherwise due on such remuneration.

### Schedule

#### Person or Organization

Natividad Medical Center  
Attn: Contracts Manager  
1441 Constitution Blvd.  
Salinas, CA 93906

#### Job Description

All operations of named insured.  
Natividad Medical Center and the County  
of Monterey, its officers, agents, and  
employees

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
10/18/11

**PRODUCER**  
Dealey, Renton & Associates  
P. O. Box 12675  
Oakland, CA 94604-2675  
510 465-3090

**INSURED**  
Integrated Construction Management  
2340 Garden Road, Suite 100  
Monterey, CA 93940

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

INSURER A: Sentinel Insurance Co. LTD  
INSURER B: Hartford Accident & Indemnity  
INSURER C: Hudson Insurance Company  
INSURER D: Hartford Underwriters Ins. Co.  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	57SBABB2284	10/13/11	10/13/12	EACH OCCURRENCE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$2,000,000
					GENERAL AGGREGATE \$4,000,000
					PRODUCTS - COMP/OP AGG \$4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					
<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC
D	AUTOMOBILE LIABILITY	57UECVX7852	10/13/11	10/13/12	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
GARAGE LIABILITY					
<input type="checkbox"/>	ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
A	EXCESS LIABILITY	57SBABB2284	10/13/11	10/13/12	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$1,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$10000				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	57WECDL1576	10/13/11	10/13/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
					E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability	AEE7265200	08/28/11	08/28/12	\$1,000,000 per claim
					\$3,000,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 General Liability policy excludes claims arising out of the performance of professional services.  
 All operations of named insured.  
 Natividad Medical Center and the County of Monterey, its officers, agents,  
 (See Attached Descriptions)

**CERTIFICATE HOLDER**

ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_

**CANCELLATION**

Natividad Medical Center  
Attn: Contracts Manager  
1441 Constitution Blvd.  
Salinas, CA 93906

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE

**DESCRIPTIONS (Continued from Page 1)**

and employees are additional insureds as respects to general liability and automobile liability per policy form wording. Insurance is primary and non contributory.

**Insured: Integrated Construction Management**  
**Insurer: Sentinel Insurance Company, LTD.**  
**Policy Number: 57SBABB2284**  
**Policy Dates: October 13, 2011-October 13, 2012**

**Additional Insured: Natividad Medical Center and the County of Monterey, its officers, agents, and employees**

EXCERPTS FROM: Hartford Form SS 00 08 04 05

## **BUSINESS LIABILITY COVERAGE FORM**

### **C. WHO IS AN INSURED**

#### **6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

#### **f. Any Other Party**

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if
  - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
  - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

### **E.5. Separation of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

### **E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

### **E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**Insured: Integrated Construction Management**  
**Insurer: Hartford Underwriters Ins. Co.**  
**Policy Number: 57UECVX7852**  
**Policy Dates: October 13, 2011-October 13, 2012**

**Additional Insureds: Natividad Medical Center and the County of Monterey, its officers, agents, and employees**

**EXCERPTS FROM CA 00001 (1001)**  
**HARTFORD BUSINESS AUTO COVERAGE**

**Additional Insured: SECTION II – LIABILITY COVERAGE**

1. WHO IS AN INSURED: The following are “insureds”
  - c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

**Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS**

**B. General Conditions - 5. Other Insurance**

- a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.
- c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Liability Coverage is primary for any liability assumed under an “insured contract”.

**Cross Liability Clause: SECTION V – DEFINITIONS**

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

**EXCERPTS FROM HA9916 (0302)**  
**HARTFORD COMMERCIAL AUTOMOBILE BROAD**  
**FORM ENDORSEMENT**

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of Policy No. 57WECDL1576

Issued to: Integrated Construction Management

By: Hartford Accident & Indemnity

Premium (if any) TBD

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2-5% of the California workers compensation premium otherwise due on such remuneration.

**Schedule**

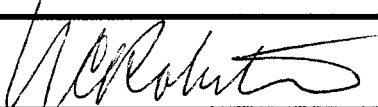
**Person or Organization**

**Job Description**

Natividad Medical Center  
Attn: Contracts Manager  
1441 Constitution Blvd.  
Salinas, CA 93906

All operations of named insured.  
Natividad Medical Center and the County  
of Monterey, its officers, agents, and  
employees

**VENDOR DATA RECORD**  
(Required in lieu of IRS W-9 when doing business with the County of Monterey)

<b>1</b>	<b>COUNTY OF MONTEREY</b> Contracts/Purchasing 168 W. Alisal Street 3 <sup>rd</sup> Floor Salinas, CA 93901  TO: Phone: (831) 755-4990 Fax: (831) 755-4969	PURPOSE: Information contained in this form will be used by County to prepare information returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments.  See Privacy Statement and Residency Information on reverse side.	
<b>2</b>	CHECK THE BOX WHICH DESCRIBES YOUR PRIMARY BUSINESS		
VENDOR ACTIVITY	<input type="checkbox"/> EQUIPMENT & SUPPLIES <input checked="" type="checkbox"/> SERVICES - NON-MEDICAL <input type="checkbox"/> SERVICES - MEDICAL <input type="checkbox"/> RENT/LEASES <input type="checkbox"/> ATTORNEY FEES <input type="checkbox"/> LEGAL SETTLEMENT <input type="checkbox"/> PRIZES & AWARDS <input type="checkbox"/> OTHER <u>Constr Mngmnt</u>		
<b>3</b>	VENDOR'S LEGAL NAME (as shown on your income tax return) Wald, Ruhnke & Dost Architects, LLP	PHONE NUMBER 831-649-4642	FAX NUMBER 831-649-3530
NAME AND ADDRESS	BUSINESS NAME / DBA (if different from line 1) Integrated Construction Management		
	MAILING ADDRESS 2340 Garden Road Suite 100		
	CITY, STATE, ZIP CODE Monterey, CA 93940		
	E-MAIL ADDRESS rogermicm@aol.com		
	REMIT-TO ADDRESS 2340 Garden Road Suite 100		
	REMIT-TO CITY, STATE, ZIP CODE Monterey, CA 93940		
<b>4</b>	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <u>77 0255586</u>  <input checked="" type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC) <input type="checkbox"/> C CORPORATION <input type="checkbox"/> S CORPORATION  CORPORATION <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS	NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.	
VENDOR ENTITY TYPE	ENTER SOCIAL SECURITY NUMBER (SSN): _____		
CHECK ONE BOX ONLY	<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR <input type="checkbox"/> PREVIOUS COUNTY EMPLOYEE <input type="checkbox"/> OTHER (SSN required by authority of California Revenue and Tax Code Section 18646)		
<b>5</b>	<input checked="" type="checkbox"/> California Resident - Qualified to do business in CA or have a permanent place of business in CA. <input type="checkbox"/> California Nonresident (see reverse side) - Payments to CA nonresidents may be subject to state taxes.  <input type="checkbox"/> Waiver of state tax withholding from California Franchise Tax Board attached. <input type="checkbox"/> All services for payments issued are performed OUTSIDE of California.		
VENDOR RESIDENCY STATUS FOR TAX PURPOSES			
<b>6</b>	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the County.		
CERTIFYING SIGNATURE	Authorized Representative's Name (Type or Print) Craig Robertson	Title CFO	
	Signature 	Date 10/10/2011	
		Telephone 831-649-4642	

YEAR

20 1 1**Withholding Exemption Certificate**

CALIFORNIA FORM

**590**

(This form can only be used to certify exemption from nonresident withholding under California R&amp;TC Section 18662. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent. (Please type or print)		Withholding agent's name	
Vendor/Payee's name  Integrated Construction Management		Vendor/Payee's <input type="checkbox"/> SOS. no.	<input type="checkbox"/> Social security number <input type="checkbox"/> California corp. no. <input checked="" type="checkbox"/> FEIN
Vendor/Payee's address (number and street) 2340 Garden Road Suite 100		7 7 - 0 2 5 5 5 8 6	<b>Note:</b> Failure to furnish your identification number will make this certificate void.
City Monterey		APT no.	Private Mailbox no.
State CA		Vendor/Payee's daytime telephone no. ( 831 ) 649-4642	
ZIP Code 93940			

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

**Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

**Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

**Partnerships:**

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. **Note:** For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

**Limited Liability Companies (LLC):**

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

**Tax-Exempt Entities:**

The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.

**Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

**California Irrevocable Trusts:**

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

**Estates — Certification of Residency of Deceased Person:**

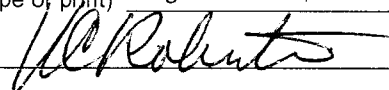
I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

**CERTIFICATE:** Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

Vendor/Payee's name and title (type or print) Craig Robertson, CFO

Vendor/Payee's signature ▶



Date 10/10/2011

<b>ATTN:</b>	Sid Cato	<b>DATE</b>	10/19/2011
	Natividad Medical Center (Contracts)		
<b>ADDRESS:</b>	1441 Constitution Blvd.	<b>PROJECT #</b>	11809
	Salinas, CA 93906		
<b>PHONE:</b>	(831) 755-4223	<b>FAX:</b>	(831) 757-2592
		<b>EMAIL:</b>	catos1@natividad.com

**FROM:** Roger Miller  
**Integrated Construction Management**  
 2340 Garden Road, Suite 100  
 Monterey, CA 93940  
 Phone: (831) 649-4642  
 FAX: (831) 649-3530

**WE ARE SENDING YOU:** *Contract Documents for County of Monterey Construction Management Services*

**COMMENTS:**  
**ATTACHED:**

- Master agreement with Integrated Construction Management for Construction Management Services at Natividad Medical Center \$100,000 or less per project (4 signed copies)
- Vendor Data Record (1 signed copy)
- 2011 Withholding Exemption Certificate Form 590 (1 signed copy)
- Insurance Certificates:
  - Accord Certificate of Liability Insurance
  - Business Liability Coverage Form
  - Hartford Business Auto Coverage
  - Waiver of our right to recover from others endorsement

HAND DELIVERED by ROGER MILLER

**CC CAROL BRYAN**

**Friday, November 4, 2011**

**ROUTING PROCESS REQUESTED FOR:**

***Ausonio Inc.***

1. County Counsel (Stacy Saetta ) to approve. Then please send to Gary Giboney, Auditor/Controller's Office
2. Auditor/Controller's office (Gary Giboney) to approve.
3. Then please return to Sid at NMC via interoffice mail.

**Note: your cooperation in routing is greatly appreciated.**

Sid Cato  
Management Analyst  
Natividad Medical Center  
755-4223  
catosl@co.monterey.ca.us

**REQUIRED**

- 3 Originals of Agreement/Amendment
- General Liability Insurance (\$1 million minimum)
- GL Endorsement
- Auto Liability Insurance (\$1 million minimum)
- Auto Endorsement
- Worker Compensation Insurance (\$1 million minimum)

**REQUIRED IF APPLICABLE**

- Written Justification for Insurance Modification of Requirements
- Contractor Status Form: 25 questions
- Professional Liability Insurance
- Business Associate Agreement
- Copy of Signed Board Order
- 590 Withholding Exemption Certificate Form (New Vendor)
- Vendor Data Record (New Vendor)

**Notes**

Construction Management Master  
Agreement Vendor Per RFQ #9600-24

*Stacy Saetta*  
*11/14/11*  
*There are only*  
*2 copies of contract*  
*here. Sid says*  
*he will be*  
*preparing only*  
*2. de SH*