

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS
(MORE THAN \$100,000)***

This Professional Services Agreement (“Agreement”) is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and: Kitchell/CEM, Inc., (hereinafter “CONTRACTOR”).

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

1. **SERVICES TO BE PROVIDED.** 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 services are generally described as follows:
Provide Project Management Services during the Construction Administration Phase for the Jail Housing Addition Project

2. **PAYMENTS BY COUNTY.** 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 \$ 1,206,000.

3. **TERM OF AGREEMENT.** The term of this Agreement is from March 1, 2017 to December 31, 2019, 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.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. **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.

*Approved by County Board of Supervisors on _____.

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. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may 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 as the County may require. The Contract Administrator or his or her designee 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.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. 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.

8. INDEMNIFICATION.

8.01 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 the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 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 the 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 the COUNTY, or defect in a design furnished by the COUNTY.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the 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 the COUNTY, or defect in a design furnished by the COUNTY.

9.0 INSURANCE.

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 such, insurance has been approved by the County. 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, 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.

Modification (Justification attached; subject to approval).

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.

Modification (Justification attached; subject to 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.

Modification (Justification attached; subject to 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.

Modification (Justification attached; subject to approval).

9.04 Other Insurance 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 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.

10. RECORDS AND CONFIDENTIALITY.

- 10.01 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.
- 10.02 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.
- 10.03 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.

- 10.04 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.
- 10.05 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. **NON-DISCRIMINATION.** 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), or sexual orientation, 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. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** 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. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times 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 particular 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.

14. **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:
Dalia Mariscal-Martinez, Management Analyst II	David Giannelli, Vice President
Name and Title	Name and Title
County of Monterey, Resource Management Agency 168 West Alisal Street, 2nd floor Salinas, CA 93901	Kitchell/CEM, Inc. 2450 Venture Oaks Drive, Suite 500 Sacramento, CA 95833
Address	Address
(831) 755-8966	(916) 648-9700
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

- 15.01 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 professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 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.
- 15.04 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.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 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.
- 15.07 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.

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 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.
- 15.13 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.
- 15.14 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.
- 15.15 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.
- 15.16 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.
- 15.17 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.

This space is left blank, intentionally.

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: 8/31/16

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: 8-31-16

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

Kitchell/CEM, Inc.
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

DAVID GIANNINI, SR VP
Name and Title

Date: 8/23/2016

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

MICHAEL BRUGGEMAN, ASST. SECRETARY
Name and Title

Date: 8/22/2016

County Board of Supervisors' Agreement Number: _____

*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 an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required for all Professional Service Agreements over \$100,000

²Approval by Auditor/Controller is required for all Professional Service Agreements

³Approval by Risk Management is required only if changes are made in paragraph 8 or 9

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and Kitchell/CEM, Inc., hereinafter referred to as “CONTRACTOR”
for Project Management Services for the Construction Administration Phase
of the AB 900 Jail Housing Addition, hereinafter referred to as “Project”

CONTRACTOR is prepared to continue project management services on a full time basis with a minimum of five (5) days per week on-site at the County Government Center, located at 168 West Alisal Street, 2nd Floor, Salinas, CA for Construction Administration Phase services. CONTRACTOR’s project management services during construction shall commence upon County’s written notice to proceed for a period of thirty (30) months per the following Scope of Services.

The services defined in this Agreement pertain to project management services for Construction Administration Phase services to further the interests of the County by furnishing skill and judgment in cooperation with, and in reliance upon, the services of the Project Architect/Engineer and Construction Manager contracted with and by the County to perform architectural and engineering services and full time construction management services for the said Project scope.

- CONTRACTOR shall continue to assist the County with scheduling and budget approvals from County committees and required Board of Supervisors reports to keep the Project on schedule.
- CONTRACTOR shall continue to provide project management and facility planning support for compliance with the AB 900 Amended Grant Application milestone dates and submittal requirements.
- CONTRACTOR shall prepare and administer Professional Service Agreements in accordance with the County’s requirements for Architectural/Engineering services, Construction Management services and additional Project support.
- CONTRACTOR shall continue to provide direct liaison between the County Sheriff’s Office and the County Resource Management Agency (RMA) – Public Works to satisfy the needs of the Sheriff’s Office, public acceptability and political approval.

1.0 CONSTRUCTION ADMINISTRATION PHASE SERVICES

A. PROJECT MANAGEMENT SERVICES DURING CONSTRUCTION

The services defined under this portion of this Agreement pertain to project management services for the Construction Administration Phase to further the interests of the County by furnishing expertise and judgment in cooperation with, and in reliance upon, the services of the Project Architect/Engineer and Construction Manager contracted with and by the County to perform services for the above referenced Project.

SINGLE POINT CONTRACT ADMINISTRATION

As the County’s Project Manager, CONTRACTOR shall be the party to whom requests for information (RFIs), submittals, Construction Contractor schedule adjustments, substitution requests, change order requests and payment applications, etc. from the Construction Manager, shall be submitted. CONTRACTOR shall review and make recommendation to the County when needed as required by this Agreement or the Contract Documents.

PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction CONTRACTOR shall conduct a Pre-Construction Conference. Attendees shall include the Construction Contractor, the Project Architect/Engineer, County

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

representatives, Construction Manager personnel, and others as required. The purpose of the Pre-Construction Conference shall be to review Project and contract administration procedures to include: site mobilization, staging areas, site security procedures, Construction Contractor personnel background checks, Project communications, RFIs, shop drawings and material sample submittals, schedule updates and adjustments, change orders, payments, the maintenance of logs, quality control, site access, safety, coordination with work by other County vendors/contractors, close-out procedures, and resolution of disputes.

PERMITS, INSURANCE AND LABOR AFFIDAVITS

CONTRACTOR shall assist the County if needed to help verify that the Construction Contractor has secured all required building permits, bonds, insurance, labor affidavits, and waivers. Such action shall not relieve the Construction Contractor of its responsibility to comply with the provisions of the Contract Documents, Public Contract Code, or other applicable regulations.

CONTRACTOR'S SAFETY PROGRAM

CONTRACTOR shall confirm that the Construction Contractor submits a safety program as required by the Contract Documents. CONTRACTOR shall rely on the Construction Manager to review the Construction Contractor's safety program for adherence to contract requirements, and does not relieve or supersede the Construction Contractor from meeting the obligation to develop and implement a comprehensive safety program.

CONTRACTOR'S SITE SECURITY AND LOGISTICS PLAN

CONTRACTOR shall work with the Construction Manager to confirm that the Construction Contractor submits a Site Security and Logistics Plan as required by the Contract Documents. The Plan shall outline procedures to be implemented by the Construction Contractor to allow for the continuous operation of the current facilities to the maximum extent feasible, with emphasis on minimizing disruption of daily operations at the facility. CONTRACTOR shall coordinate the review of the plan and modifications to the plan to the satisfaction of the County.

PROJECT SITE MEETINGS

CONTRACTOR shall also attend regular Project coordination meetings with the Construction Manager, the Construction Contractor, the County and the Project Architect/Engineer as required to ensure the Project is meeting Project milestones and record progress of the Project.

Regularly scheduled meetings shall include, but not be limited to:

- Weekly Construction Contractor coordination meetings
- Meetings as required with Project Architect/Engineer to address outstanding RFIs, submittals, design changes and Construction Contractor change order requests so as not to disrupt work on the Project
- Monthly pay request review
- Start-up meetings with each Contractor and their key Subcontractors to ensure conformance to Project insurance and bonding requirements, plan and specification review, site restrictions, and conformance to required workmanship standards

CONTRACTOR shall attend all Project meetings, ensure that the Construction Manager agendas are prepared and minutes are produced within 48 hours of each meeting and distributed to parties having an interest. CONTRACTOR shall attend any other meetings scheduled by the Construction Manager

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

as required for or as a result of inspections with local, state, city, or other code authorities having jurisdiction over the Project, and the Construction Manager shall provide minutes and action taking reports of the results of these meetings or inspections.

COORDINATION OF OTHER INDEPENDENT CONSULTANTS

Inspection and testing services provided by the Construction Manager and inspections performed by others shall be scheduled and coordinated so CONTRACTOR has the opportunity to attend. The Construction Manager shall provide the CONTRACTOR copies of inspection and testing reports in a timely manner, review the reports, and take appropriate action. CONTRACTOR is not responsible for the actual performance of technical inspection and testing, performing only an assisting and review function.

REVIEW OF REQUESTS FOR CHANGES TO THE CONTRACT TIME AND PRICE

CONTRACTOR shall review requests for changes to the contract time or price submitted by the Construction Manager, assemble information concerning the request, analyze the Project documents and Project activities to determine the cause of the requests, and make recommendations to the County with respect to acceptance or denial of the requests. Upon authorization from County, CONTRACTOR shall prepare change orders to implement changes to the contract time, cost or scope.

LONG-LEAD PROCUREMENTS

The Construction Manager shall assist the Construction Contractor in identifying long-lead construction procurement items and developing a long-lead procurement schedule. CONTRACTOR shall monitor the Construction Manager's/Construction Contractor's progress.

COUNTY SUPPLIED CONTRACTOR INSTALLED ITEMS

In conjunction with the Construction Manager and Project Architect/Engineer, CONTRACTOR shall meet with the County to confirm any items to be installed in the work which are to be provided by the County but installed by the Construction Contractor. CONTRACTOR shall assist the County with reasonable efforts to procure the required items in a timely manner so as to avoid disruption or delay to the Construction Contractor's timely completion of the work.

COUNTY PERFORMED WORK

CONTRACTOR shall work closely with the Construction Manager, Construction Contractor, the Project Architect/Engineer, and County personnel to identify and coordinate any items of work which are to be performed by the County during the course of the construction Project. CONTRACTOR shall assist the Construction Manager and County with reasonable efforts to schedule their work so as to avoid disruption or delay to the Construction Contractor's timely completion of the work.

TESTING AND INSPECTION

CONTRACTOR shall assist the Construction Manager to cause the independent Inspection/Testing Consultant, Project Architect/Engineer, its Consultants, and County's inspections to conduct periodic Project visits and any required inspections to determine whether the work or a designated portion thereof is in compliance with the Contract Documents. The Project Architect/Engineer and Inspection/Testing Consultants shall be required to provide reports of their visits to the Construction Manager for review by CONTRACTOR. Construction Manager shall track and forward to the Construction Contractor for action.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

As appropriate, CONTRACTOR, with assistance from the Project Architect/Engineer, shall have authority to direct the Construction Manager, upon written authorization from the County, to require additional inspection or testing of work whether or not such work is fabricated, installed, or completed. CONTRACTOR, in consultation with the Construction Manager and Project Architect/Engineer, may recommend that the County reject work that does not conform to the requirements of the Contract Documents.

CONTRACTOR'S SCHEDULE MANAGEMENT

Schedule Management: CONTRACTOR shall manage the County's Project schedule monthly or as required to update the County.

Pre-schedule Submission Meeting: CONTRACTOR shall assist the Construction Manager with the Pre-schedule submission meeting with the Construction Contractor to ensure that the Construction Contractor is informed of their responsibilities regarding the development and submission of their baseline schedule.

Construction Contractor's Construction Schedule: CONTRACTOR shall review the Construction Manager's review of the Construction Contractor's preliminary, baseline, updated, revised, and recovery schedules and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and the Project milestones.

Review of Time Extension Requests: Prior to the issuance of any change order, the Construction Manager shall review with CONTRACTOR their analysis of any requested time extension by the Construction Contractor. CONTRACTOR shall then advise the County as to the effect the requested time extension will have on the Master Schedule.

Recovery Schedules: After approval by the County, CONTRACTOR shall direct the Construction Manager to require the Construction Contractor to prepare and submit a recovery schedule demonstrating its program and proposed plan to make up any loss in scheduled progress and to ensure completion of the Construction Contractor's work within the contract time.

PROJECT LOGS

The Construction Manager shall maintain job reports and tracking logs. Construction Manager shall keep the following reports and logs to record the progress of the Project and distribute them to CONTRACTOR for review and possible recommendation as appropriate for action:

- Daily Reports including labor, material, equipment, staffing, weather, inspections, visitors, meetings and other events significant to progress of the work
- Project photos
- Consultants/Designers Field Reports and Inspections
- Copies of Construction Contractor's Daily Reports
- Copies of the Inspector of Record Daily Reports
- Laboratory Inspection and Testing Reports
- Submittals Tracking Log listing all required submittals prior to actual submission by Construction Contractor
- RFI Tracking Log
- Non-Conforming Work Tracking Log
- Change Order Tracking Logs

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Project Architect/Engineer's Supplemental Instructions
- Owner Requested Changes
- Information Bulletins
- Deliverable Items per Contract Documents
- County's Action Items/Approvals/Permits

CONSTRUCTION QUALITY CONTROL (QC)/QUALITY ASSURANCE (QA)

CONTRACTOR shall provide daily monitoring of the Construction Manager and Construction Contractor's operations and the Construction Contractor's adherence to the Construction Contractor's QC/QA program to guard the County against defects and deficiency in the work. CONTRACTOR shall transmit to the Construction Manager a notice of non-conforming work or stop notice when CONTRACTOR observes that the work does not conform to the requirements of the Contract Documents. In conjunction with the Construction Manager and Project Architect/Engineer, CONTRACTOR shall make recommendations to the County for corrective action to be performed when the Construction Contractor's work does not conform to the requirements of the Contract Documents. Upon authorization from County, CONTRACTOR shall direct the Construction Manager to implement requirements for corrective actions with the Construction Contractor. CONTRACTOR, in conjunction with the Construction Manager and Project Architect/Engineer; shall perform monthly reviews to verify Construction Contractor's preparation of as-built documents. Communication between the Construction Manager and Construction Contractor with regard to Quality Review shall not in any way be construed as releasing the Construction Contractor from the fulfillment of any of the terms of their Contract Documents. CONTRACTOR is not responsible for, nor does CONTRACTOR control, the means and methods of construction for the Project. It is understood that CONTRACTOR's action in providing Quality Review as stated herein is a service to the County, and no action taken by CONTRACTOR shall relieve the Construction Manager or Construction Contractor from their obligation to perform their work in strict conformity with the Contract Documents and in strict conformity with all other applicable laws, rules and regulations.

OPERATION AND MAINTENANCE MATERIALS

CONTRACTOR shall receive from the Construction Manager the Construction Contractor operation and maintenance manuals, warranties and guarantees for materials and equipment installed in the Project. CONTRACTOR shall review the materials for completeness per contract requirements and request additional information as necessary to ensure that County receives all necessary materials.

SUBSTANTIAL COMPLETION

Upon receipt of a written request from the Construction Contractor, and in consultation with the Construction Manager, Project Architect/Engineer, CONTRACTOR, and the Construction Manager shall review the Construction Contractor's completeness of the Project and if it is determined the Project is ready for the preparation of a "punchlist". CONTRACTOR shall provide recommendation to the County for County's approval as to when the Project and Construction Contractor's work are substantially complete. When it is determined the Construction Contractor has substantially completed their contracted work, the Construction Manager, Project Architect/Engineer and CONTRACTOR shall prepare a list of deficient work that does not conform to the Contract Documents. This list shall be attached to a letter from the Construction Manager defining the deficient work and the deadline for completion.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

PROJECT AUDIT

CONTRACTOR shall monitor the Project for completeness and the start of the audit process. CONTRACTOR shall make a recommendation when the Project is substantially complete for the County to move forward with the Audit in accordance with the Board of State and Community Corrections requirements.

FINAL COMPLETION

In consultation with the Construction Manager, Project Architect/Engineer, and Board of State and Community Corrections; CONTRACTOR shall provide recommendation to the County for County's approval as to when the Project and the Construction Contractor's work is finally completed. Board of State and Community Corrections shall issue a Certificate of Final Completion and shall provide to the County a written recommendation regarding final payment to the County and final payment to the Construction Contractor, as provided for in the Contract Documents.

OCCUPANCY PERMIT

CONTRACTOR shall assist the County in obtaining all occupancy permits by Board of State and Community Corrections by accompanying governmental officials during inspections of the Project, coordinating the preparation and submittal of documentation to governmental agencies and coordinating final testing and other activities.

RECORD DOCUMENTS

CONTRACTOR shall assist the Construction Manager to expedite submittal of record documents from the Construction Contractor to the County. CONTRACTOR shall verify the record drawings and specification have been checked for accuracy by the Construction Manager prior to delivery to the County.

DISPUTE/CLAIM REPORTS

If and when required by the County, CONTRACTOR shall prepare dispute/claim reports in a format approved by the County.

LIEN RELEASES

CONTRACTOR shall assist the Construction Manager in obtaining the lien and claim releases at the completion of the Project, preparing and submitting documentation to governmental agencies, and coordinating final testing.

FINAL PAYMENT

After final completion of the work required by the Contract Documents, CONTRACTOR, along with the Construction Manager shall review the Construction Contractor's application for final payment and make recommendations to the County regarding such application.

CLOSEOUT REPORTS AND AUDIT FILES

At the conclusion of the Project, the Construction Manager shall prepare and transmit the following: Final Project accounting, close-out reports and Project audit files as required by the Contract Documents, Public Contract Code and County requirements to the CONTRACTOR for review. CONTRACTOR shall ensure the following are obtained, completed, for delivery to the County prior to recommending final payment and release of retention to the Construction Contractor:

- Certificate of Substantial Completion

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Punch list
- Start-up/commissioning
- Certificate of occupancy
- Final approval (Regulatory Agency, CBC-Special inspections, County's inspections)
- Obtain and have appropriate review of the:
 - Project Record Drawings and Specifications "As-Built"
 - Guaranties and warranties
 - Spare parts
 - Operating and maintenance manuals
- Keying schedule/keys/security cards

WARRANTY/GUARANTIES

CONTRACTOR shall assist the Construction Manager in obtaining follow-up services for required warranty work for a period of one year following final completion of the Project. Activities shall include development of warranty call-back procedures, implementation of such procedures, and participation in meetings with the County and Construction Contractor to review and resolve outstanding issues. Such services shall be considered as additional services and shall be performed on a time and materials basis.

PROJECT MANAGEMENT CONSTRUCTION ADMINISTRATION PHASE SERVICES FEE

Upon County's written notice to proceed, CONTRACTOR shall provide the above Scope of Services for a total amount "not to exceed" \$1,194,000 for a period of thirty (30) months. CONTRACTOR shall invoice County for services on a monthly basis for a total lump sum of \$39,800 per month for a total of thirty (30) months.

Reimbursable Expenses

County shall also pay reimbursable expenses to CONTRACTOR for a total amount "not to exceed" \$12,000 for a period of thirty (30) months. CONTRACTOR shall invoice County for reimbursable expenses on a monthly basis for a total amount of \$400 per month for a total of thirty (30) months for direct expenses including: mobile phone expenses, travel, office supplies, communications, computer support, printing and postal services.

Total Project Management Construction Administration Phase Services Fee: \$1,206,000
(\$39,800 per month services + \$400 per month reimbursable expenses = \$40,200 monthly * 30 months)

County shall continue to provide an office space including, a computer with software and network connection, remote access, telephone and office supplies.

CONTRACTOR and its assigned personnel under this Agreement shall be required to sign and comply with the County's existing County-Wide Information Technology Policy.