

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:

Page & Turnbull, 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 an Adaptive Reuse Feasibility Study for the Old County Jail located at 142 West Alisal Street, Salinas, CA (RFP #10438) _____.

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 \$ 119,700.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from December 16, 2013 to June 13, 2014, 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**

Exhibit B **Incorporation of Request for Proposals (RFP#10438) and Proposal Documents**

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.

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	Ruth Todd, Principal
Name and Title	Name and Title
County of Monterey, Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901	Page & Turnbull, Inc. 1000 Sansome Street, Suite 200 San Francisco, CA 94111
Address	Address
(831) 755-8966	(415) 362-5154
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: [Signature]
Purchasing Officer

Date: DEC 20 2013

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: [Signature]
County Counsel

Date: 11/8/13

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 11-13-13

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

Page & Turnbull, Inc.

Contractor's Business Name*

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

J. Gordon Turnbull, President

Name and Title
Date: November 5, 2013

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

Tom Dufurrena, Principal TREASURER
Name and Title

Date: 11/5/13

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

Work Approach

It is our understanding that the County of Monterey has invested a lot of effort over the years in maintaining, remediating, and studying the Old County Jail, and that it is time to make decisions about the fate of this historic building that has been unoccupied for more than 35 years. There have been differing opinions about what should happen in and to this building which has local, state and national significance for its association with the incarceration of Caesar Chavez and the United Farm Worker's movement. Many studies have been conducted and much of the information in these reports is still relevant today. Some of the information needs to be updated to reflect current codes and conditions, but previous studies provide a good starting point for this project. With all of these issues in mind, an innovative approach to the building's re-use, and to public participation and stakeholder interaction will be essential components of this Re-Use Feasibility Study.

Our team is structured to draw from a concise set of skills that will address the critical needs and interests of a diverse set of County and community stakeholders. We provide accomplished experts to bring a broad understanding of solutions for historic structures. We have a fresh set of unbiased eyes, acutely sensitive to historic context, local issues, and cultural values. We are a robust team with experienced preservation architects and planners, engineers, estimators, and financial and market analysts.

Our objective, based on previous experience, is to deliver a viable Re-Use Feasibility Study that will serve as a tool for the county to decide the future of the Old County Jail. Our approach and workplan to accomplish this objective is as follows.

TASK 1

Project Initiation, Management and Data Collection

The Page & Turnbull team will start its homework immediately upon notice-to-proceed. We will have discussions with the county representative and review in detail all previous materials provided in the rfp, plus any information that can be obtained electronically before our first site visit. This proposal assumes, as a minimum, that the architectural and structural drawings from the original 1931 construction will be available for our use. We will be prepared for the project kick-off meeting with County staff, when we will receive additional project materials and discuss detailed project requirements. We will send a Draft Project Workplan and Schedule prior to the kick-off, and we will work with the County to finalize these plans during the meeting. We will confirm staff expectations and level of detail required for the Study, and refine an optimal project schedule. As part of this phase, we will work with the County to form a core team, a Technical Advisory Committee (if desired), stakeholder groups, and an approach to community workshops. The kick-off meeting will be coordinated with an optional Community or Stakeholder Workshop, to hear their issues and concerns from the beginning. Following the kick-off meeting, the consultant team will visit the Old County Jail to survey and understand its current conditions.

TASK 2

Review / Preparation of Technical Studies

Following the kick-off meeting and Site Visit #1, Page & Turnbull will thoroughly review previously prepared relevant reports and studies and will identify for the County those issues that may need additional analysis and/or updates. We suggest that the County establish a contingency allowance to cover the costs of additional studies, as they cannot be anticipated at this time. Since the sensitive re-use of a historic building is categorically exempt from California Environmental Quality Act (CEQA) under Exemption 15331, we presume that additional studies beyond those needed by the structural engineer will be minimal. During this phase, we will assist the team and County in defining the level of additional structural analysis required beyond the current reports in order to adequately complete the Feasibility Analysis Task below. Based on a preliminary review of the structural assessment portion of the latest Architectural Resources Group (ARG) report, very little structural information is available to guide an assessment without additional analysis being done by D'Amato Conversano, Inc. + Structural Design Engineers (DCI+SDE). The ARG report, in fact, recommends that "a structural analysis...be performed". This proposal includes additional time for a preliminary, more detailed, structural analysis in order to provide proper guidance in this and subsequent tasks.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

PAGE & TURNBULL

TASK 3

Community Involvement and Public Workshops

Engaging the community through a variety of tools will be an essential part of developing consensus on the final re-use alternative. Page & Turnbull has enjoyed organizing and participating in numerous workshops recently – in Anchorage, Charleston, Pebble Beach, Pacific Grove, Napa, Richmond, and San Francisco – and we are glad to see that the County of Monterey has encouraged public participation as part of this process. Page & Turnbull is well-versed in facilitating the public process, and will work with the key stakeholders and local decision makers to inform the community about the project and gather their input and feedback. In addition to facilitating meetings, we may establish a web and media presence to raise public awareness about the study, including a website, Facebook page, and cohesive graphic identity, if desired.

Page & Turnbull will prepare for and conduct a minimum of three public workshops for the General Public, Stakeholders, local Historic and Architectural Preservation committees, and interested parties and organizations. The first step in this process will be to create a Public Involvement Plan that identifies stakeholders and outlines outreach strategies. The County will be responsible for scheduling and noticing Workshops and coordinating the venue and logistics of these meetings. Page & Turnbull will prepare all required graphics materials, including PowerPoint presentations and presentation boards, and summarize workshop results with meeting minutes and/or a public comment log, and update graphic materials within ten business days following each event. Page & Turnbull will conduct the workshops with a strategy and tools to solicit public discussion that achieves consensus.

1. Workshop #1 will educate participants about the building and its historical significance and summarize previous options and assumptions for those who were not involved or don't remember. We will facilitate discussions and gather initial input regarding the re-use options, leading to a Preferred Re-use Alternative for further study.
2. Workshop #2 will present the results of further development of the Preferred Re-use Alternative, outline the pros and cons of the alternative, and summarize issues that would need to be resolved in order for the building to conform to the Secretary of the Interior's Standards for Rehabilitation Projects. We will facilitate discussions and gather additional input and direction for further study.
3. Workshop #3 will be a formal presentation of the fully-developed Preferred Re-use Alternative that will become part of the draft and final deliverables.

TASK 4

Re-Use Feasibility Analysis

The analysis phase of this project will provide the background information necessary to communicate various options to Community and Stakeholder groups, and for the County to examine the economic feasibility of the facility's re-use. The analysis will be iterative, with Community Workshops and Stakeholder Meetings at key points in the process, as outlined above

SubTask 1: Summarize Previous Programming and Re-Use Options Assumptions

The Page & Turnbull team will not reinvent the wheel during this task; rather, we will summarize all of the options that were studied by Architectural Resources Group in 2007, and provide commentary on each option.

1. Summarize the opportunities and constraints of the building and site
2. Gather input from County facilities staff, including the Architectural Services Division and the Department of Public Works.
3. Prepare graphic materials and presentation boards that describe the options in a format that is easily understood by the general public.
4. Summarize character-defining features of the building and site, and prepare Historical Significance Diagrams that will inform rehabilitation goals and conformance with the Secretary of the Interior's Standards for Rehabilitation.
5. Present materials at Community Workshop #1 to solicit the Preferred Re-use Alternative that will be studied in further detail.

SubTask 2: Existing Conditions and Re-Use Analysis

1. **Site Visit #1.** We will need meeting space and unrestricted access to the building. Each team member is responsible for providing adequate lighting and equipment to facilitate the building investigation.
2. **Consult with County facilities' staff** to ascertain requirements for rehabilitation and re-use. This will be coordinated by the County to occur during Site Visit #1 in order to be efficient with time and travel.
3. **Analyze existing site and building conditions, and coordinate any exploratory investigation to ascertain and evaluate conditions of systems and materials.** Labor for any exploratory investigation will be provided by County staff or contractors and is not included in this proposal.
4. **Make/update recommendations for repair, stabilization, or restoration work that should be undertaken for the building.**
5. **Code Analysis:** Conduct preliminary analysis of the building in order to examine code requirements (parking, occupancy, construction type, exiting/egress, accessibility, structural upgrade, etc.) that may have changed since the completion of previous studies.
6. **Based on the proposed re-use alternative selected for study, DCI+SDE will provide a structural analysis and assessment of the existing structures, in order to assist the project team and the County in preparation for Workshop #2.** This analysis is assumed to include preliminary structural calculations relative to the 2010 (or 2013) California Historical Building Code to assist in guiding evaluations of the Preferred Alternative. DCI+SDE will provide a summary letter report at the end of this task outlining the findings. At the end of this phase, DCI+SDE will prepare the structural portion of the Administrative Draft Study, including preparation of hand annotated structural plans and hand drawn details, as required, in order to assist the cost estimator in preparing a preliminary opinion of cost for the structural work required for the selected alternative.
7. **Mechanical, Electrical, and Plumbing (MEP) Assessment:** Based on field observation and interviews with County staff. Assumes all new systems will be required.
8. **Utilities Infrastructure Assessment:** Not Included. Assumes input and advice from County staff sufficient for cost estimation.
9. **Develop annotated plans, sections and elevations that outline the scope of work for each discipline.** Drawings will be sufficient to describe the criteria and design intent of each proposed system. Drawings during this phase are conceptual and will include site plan, floor plans, primary elevations, sections, and illustrative sketches or renderings adequate to describe the project. These drawings will be schematic in nature, and will only be sufficient for the feasibility phase.

SubTask 3: Programming and Re-Use Space Plan for Preferred Re-use Alternative

1. Identify potential programmatic elements, or new program that can be accommodated by the historic building.
2. In conjunction with the County and potential user group(s), update/develop preliminary space program and functional requirements for the preferred use.
3. Summarize the Preferred Program. This will include square footage/sizes and unit calculations (where possible) and a narrative scope description.
4. Conceptual site development in support of the Preferred Program will be provided.

SubTask 4: Rehabilitation and Demolition Cost Estimate

1. Review the proposed rehabilitation treatments and update this information to current conditions. Prepare a preliminary estimate of probable rehabilitation costs for the Preferred Re-Use Alternative. The estimate will address the projected building upgrades and specify per square foot rehabilitation costs.
2. Prepare a preliminary estimate of probable rehabilitation costs for the Preferred Re-Use Alternative. The estimate will address the projected building upgrades and specify per square foot rehabilitation costs.
3. Cost Estimate Review and Comment. The team will perform one review of a draft cost estimate and provide comments via email.
4. Submit a Draft and Final Preliminary Project Schedule & Budget.

SubTask 5: Development Feasibility Analysis & Secretary's Standards Analysis

This task involves Bay Area Economics' (BAE) assessment of the development feasibility of adaptive re-use of the Old Jail facility. This work will involve a limited market assessment to identify potential tenant types, rents, and absorption for up to two uses. Using estimated renovation and development costs provided to it, BAE will prepare a project pro forma that shows the development program, total development cost, net operating income, and value of the completed project at stabilization (full lease-up or sale). The pro forma will be calculated on a residual land value basis, which will allow for testing of whether

there are any feasibility gaps (development costs exceed value of completed project), in which case BAE will identify the amount of the gap, and what changes in rents, costs, or other factors would be needed to close it. The residual land value method also allows estimation of the ground lease proceeds or sales price the County could obtain from the property. If desired, BAE would calculate what effective rent would need to be paid by the County to enable it to attract a developer who would finance and renovate the building for use by the County. BAE will also provide recommendations for a public-private development strategy to implement adaptive re-use. The deliverable will consist of a bullet point summary BAE's analysis and findings, with the pro forma attached. BAE will attend a meeting with the County to review and refine the re-use alternative.

SubTask 6: Secretary's Standards Analysis

As part of this feasibility study, Page & Turnbull will provide commentary on the potential rehabilitation plan according to conformance with the Secretary of the Interior's Standards for Rehabilitation. We will review one Draft Standards Analysis with the State Office of Historic Preservation and local preservation organizations. The Standards Analysis will assess potentially significant impacts on historic resources associated with the implementation of the Proposed Alternative or a demolition option, and suggest mitigation measures that could be considered to better comply with the Standards, if needed. This commentary will be prepared so as to serve as an Initial Study Report in support of an Environmental Impact Report (EIR) or Categorical Exemption. Page & Turnbull staff exceed the minimum *Professional Qualifications for Historic Preservation* in Historic Architecture, Architectural History and History.

TASK 5**Administrative Draft Study**

Page & Turnbull will prepare an Administrative Draft Study to summarize the Proposed Alternative for the project. The Administrative Draft Study will be based on consultations with the relevant County departments and other outside agencies, including the State Office of Historic Preservation, local preservation organizations and other interested parties. It will detail the process at arriving at the Proposed Alternative and assess potentially significant impacts on historic resources associated with the implementation of the Proposed Alternative or a demolition option. Financial feasibility based on a construction cost estimate will also be addressed. Additionally, the Administrative Draft Study will address important and controversial issues that were expressed during the project process, and summarize the status of those issues relative to the preferred alternative.

In this Task, the Page & Turnbull team will assemble all relevant information that has been produced throughout the iterative planning process. The Administrative Draft Study will be concise, well-written and illustrated, and organized according a previously agreed upon format and graphics template. It will have been fully vetted by the core team prior to issuance.

THE ADMINISTRATIVE DRAFT STUDY WILL INCLUDE THE FOLLOWING:

- Introduction and Purpose
- Methodology and Controversial Issues
- Brief architectural description and summary of historic character-defining features
- Significance Diagrams: Elevations and Plans
- Rehabilitation narratives; architectural and structural, MEP scope by JR Conkey
- A summary of code requirements for the selected rehabilitation/re-use scheme
- Schematic floor plans and building sections – color-coded to illustrate Program
- Photographs, drawings and/or sketches as required to convey rehabilitation cost information
- Conceptual Cost Estimate for the preferred re-use option by JR Conkey
- Economic Feasibility Analysis by BAE
- Analysis under the Secretary of the Interior's Standards for Rehabilitation
- Status of Controversial Issues
- Summary and Conclusion

▫ Appendix

Page & Turnbull anticipates one meeting and up to three conference calls with the County to discuss comments on the Administrative Draft.

TASK 6

Administrative Draft, Draft Final, and Final Re-Use Feasibility Study

1. Page & Turnbull will assemble relevant information from all team members and submit one Administrative Draft Study for County review.
2. After submitting the Administrative Draft Study, we will respond to one set of consolidated comments from the County. We anticipate one on-site meeting with County staff to review the Administrative Draft Study. All comments must be delivered to Page & Turnbull in writing. Upon receipt of comments, we will revise our report accordingly, and publish a Draft Final Rehabilitation Re-Use Study to the County.
3. After submitting the Final Draft Study, we will respond to one set of consolidated comments from the County. We anticipate that we will make a formal presentation of the Final Draft Study at Community Workshop #3. All comments must be delivered to Page & Turnbull in writing. Upon receipt of comments, we will revise our report accordingly, and publish a Final Rehabilitation Re-Use Study to the County.

Deliverables

We shall provide the following deliverables:

- | | |
|--|---|
| 1. PROJECT WORKPLAN | 6. DRAFT FINAL STUDY |
| 2. COMMUNITY OUTREACH AND FACILITATION PLAN | a. five (5) bound hardcopies for Initial review, ten (10) bound hardcopies for distribution, and five (5) DVDs of electronic file |
| 3. WORKSHOP MATERIALS | b. Response to Comments Log |
| a. Graphics | 7. FINAL STUDY |
| b. Powerpoint presentation | a. five (5) bound hardcopies for Initial review, ten (10) bound hardcopies for distribution, and five (5) DVDs of electronic file |
| c. Workshop/Meeting Minutes | 8. WORKSHOPS, SITE VISITS AND MEETINGS |
| 4. SECRETARY OF THE INTERIOR'S STANDARDS ANALYSIS | |
| 5. ADMINISTRATIVE DRAFT STUDY | |
| a. five (5) Initial bound copies, ten (10) Distribution bound copies, and five (5) DVDs of electronic file | |
| b. Response to Comments Log | |

We anticipate one (1) Kick-off/Site Assessment visit, three (3) Community and/or Stakeholder Workshops, and up to two (2) meetings with the Office of Historic Preservation (OHP) in Sacramento, and one (1) meeting to review the Administrative Draft Study with County staff. Minutes for all meetings will be prepared and distributed to the County, including bi-weekly conference calls that are planned as part of the project management process.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

PAGE & TURNBULL

Project Timeline / Schedule

		Month 1Month 2Month 3Month 4Month 5Month 6Month 7M8																													
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
1	Project Kick-off Meeting and On-Site Visit																														
	Review Materials Submitted in RFP & 1931 Drawings																														
	Submit Draft Project Workplan and Schedule																														
	Project Kick-off Meeting and Site Visit #1: Confirm Expectations & Level of Detail Required																														
	Site Visit to Confirm Existing Conditions & Photo Documentation																														
	Bi-Weekly Go-To-Meetings and Conference Calls with Client																														
Consultant Coordination																															
2	Review and Preparation of Technical Studies																														
	Review and Synthesize Previous Studies and Reports																														
	Identification of Character-Defining Features and Preparation of Significance Diagrams																														
	Identification of Constraints and Opportunities of Site and Building																														
	Identify Deficiencies in Previous Studies and Relay to Client																														
	Contingency for Additional Analysis or Required Exploratory Demolition*																														
Structural Review of Previous Options																															
3	Public Workshops and Presentation Materials																														
	Create Public Involvement Plan																														
	Prepare Graphic Materials and Presentation Boards that Describe the Options																														
	Workshop #1: Summary of Pros and Cons for Each Option																														
	Identify Preferred Option and Address Client Comments																														
	Workshop #2: Summary of Pros & Cons and Preservation Issues for Preferred Option																														
Address Client Comments																															
Workshop #3: Present Draft Final Re-use Analysis																															
4	Re-Use Feasibility Analysis and Administrative Draft Study																														
	Recommendations for Repair, Stabilization, or Rehabilitation																														
	Programming and Re-use Space Plan for Re-use Alternative																														
	Secretary of the Interior's Standards Analysis																														
	Cost Estimate																														
	Assess Existing Constraints																														
	Structural Analysis																														
	Code Analysis																														
	Financial Feasibility Analysis																														
	Refine Study: Programming, Code Issues, Rehabilitation Issues																														
	Graphic Production of Perspective, Elevations, Final Revisions to Dwg's																														
	Cost Estimate																														
	Assemble, Produce, Distribute Administrative Draft Study																														
Review Period																															
5	Draft Final Re-use Feasibility Study																														
	On-Site Meeting to Discuss Administrative Draft Study																														
	Comment Log and Response to Administrative Draft Study Comments																														
	Incorporate Client Comments																														
	Assemble, Produce, Distribute Draft Final Re-Use Feasibility																														

Work under this Agreement shall be completed within two hundred ten (210) calendar days according to the terms and conditions of RFP #10438.

PAGE & TURNBULL

Proposed Project Fees

	Week		
1	Review Materials Submitted in RFP & 1931 Drawings		
	Submit Draft Project Workplan and Schedule		
	Project Kick-off Meeting and Site Visit #1: Confirm Expectations & Level of Detail Required		
	Site Visit to Confirm Existing Conditions & Photo Documentation		
	Bi-Weekly Go-To Meetings and Conference Calls with Client		
	Consultant Coordination		
		\$ 16,740	118
2	Review and Preparation of Technical Studies		
	Review and Synthesize Previous Studies and Reports		
	Identification of Character-Defining Features and Preparation of Significance Diagrams		
	Identification of Constraints and Opportunities of Site and Building		
	Identify Deficiencies in Previous Studies and Relay to Client		
	Contingency for Additional Analysis or Required Exploratory Demolition*		
	Structural Review of Previous Options	\$ 12,360	96
3	Public Workshops and Presentation Materials		
	Create Public Involvement Plan		
	Prepare Graphic Materials and Presentation Boards that Describe the Options		
	Workshop #1: Summary of Pros and Cons for Each Option		
	Identify Preferred Option and Address Client Comments		
	Workshop #2: Summary of Pros & Cons and Preservation Issues for Preferred Option		
	Address Client Comments		
	Workshop #3: Present Draft Final Re-use Analysis	\$ 20,500	160
4	Re-Use Feasibility Analysis and Administrative Draft Study		
	Recommendations for Repair, Stabilization, or Rehabilitation		
	Programming and Re-use Space Plan for Re-use Alternative		
	Secrecy of the Interior's Standards Analysis		
	Cost Estimate		
	Assess Existing Constraints		
	Structural Analysis		
	Code Analysis		
	Financial Feasibility Analysis		
	Refine Study: Programming, Code Issues, Rehabilitation Issues		
	Graphic Production of Perspective, Elevations, Final Revisions to Drawings		
	Cost Estimate		
	Assemble, Produce, Distribute Administrative Draft Study		
	Review Period		
		\$ 46,920	369
5	Draft Final Re-Use Feasibility Study		
	On-Site Meeting to Discuss Administrative Draft Study		
	Comment Log and Response to Administrative Draft Study Comments		
	Incorporate Client Comments		
	Assemble, Produce, Distribute Draft Final Re-Use Feasibility		
	Review Period	\$ 10,560	88
6	Final Re-Use Feasibility Study		
	Comment Log and Response to Draft Final Re-Use Feasibility Comments		
	Incorporate Final Comments		
	Issue Final Re-use Analysis	\$ 5,060	42
	Subtotal Fee and Hours	\$ 112,140	873
E	Expenses		
	*Contingency: Additional Studies (Not Included in Total Fee, assume \$15,000)		
	Transportation, Lodging, Meals, Materials, and Reproduction	\$ 7,560	
	Total Fee & Expenses and Hours	\$ 119,700	873

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

PAGE & TURNBULL FEE SCHEDULE

Founding Principal	\$250.00–\$300.00 per hour
Principals	\$170.00–\$250.00 per hour
Associate Principals	\$130.00–\$165.00 per hour
Senior Associates	\$110.00–\$160.00 per hour
Project Managers	\$100.00–\$150.00 per hour
Architects	\$100.00–\$150.00 per hour
Associates	\$100.00–\$125.00 per hour
Designers, Conservators & Planners	\$75.00–\$125.00 per hour
Historians	\$85.00–\$120.00 per hour
Administrative Personnel	\$60.00–\$120.00 per hour
Architectural Assistants	\$45.00–\$75.00 per hour

Specific hourly rates for the staff specified for this project are as follows:

Ruth Todd, FAIA, AICP, LEED AP	\$190.00 per hour
Elisa Skaggs, Assoc. AIA	\$130.00 per hour
Jason Write	\$95.00 per hour
Stacy Farr	\$85.00 per hour
Jay Turnbull, FAIA	\$190.00 per hour
Lada Kocherovsky, Assoc. AIA	\$130.00 per hour

Reimbursable expenses shall be billed at cost plus 10% and include the following:

- Cost of printing or duplication of drawings, specifications, reports and cost estimates.
- Tolls, parking fees, and local travel charged in accordance with IRS code.
- Long distance telephone service and facsimile charges.
- Cost of models, special renderings, photography, special printing of publications, maps, and other supplies required for the project.
- Postage and delivery charges.
- Fees for local licenses and permits required to perform professional services.
- Travel, lodging, subsistence and out-of-pocket expenses for authorized travel in connection with contract services.
- Fees for consultant services and subcontractors retained with approval of client.

Effective 10/2013

Subject to annual review and adjustment

JGT/TO
Contractors' Initials

11-5-13
Date

The services provided under this Agreement shall be performed on a time and materials basis at the hourly rates shown above, and shall not exceed \$119,700.

JGT/TO
Contractor Initials

11/5/13
Date

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

JGT/TO
Contractors' Initials

11/5/13
Date

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

CONSULTANT FEE SCHEDULE

DCI+SDE Engineers

Principals	\$180.00 per hour
Associate	\$120.00 per hour

JR Conkey & Associates

Project Manager	\$200.00 per hour
Estimator	\$130.00 per hour

BAE Urban Economics

Project Manager	\$250.00 per hour
Associate	\$135.00 per hour
Analyst	\$95.00 per hour

EXHIBIT B – INCORPORATION OF RFP #10438 AND PROPOSAL DOCUMENTS

The County invited submittals to Request for Proposals (RFP) through RFP #10438, Adaptive Reuse Feasibility Study for the Old County Jail for the Resource Management Agency – Public Works. Page & Turnbull, Inc. submitted a responsive and responsible proposal to perform the services listed in RFP #10438.

RFP #10438 and the proposal submitted by Page & Turnbull, Inc. are hereby incorporated into the Agreement by this reference for the Adaptive Reuse Feasibility Study for the Old County Jail.