

# Attachment E

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# Monterey County

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

## Board Order

### Agreement No.: A-12598

Upon motion of Supervisor Calcagno, seconded by Supervisor Potter and carried by those members present, the Board of Supervisors hereby:

- a. Approved Agreement with Lionakis to provide architectural services for schematic design through construction services of the Jail Housing Addition, Project No. 8819 (RFQ #10401), in an amount not to exceed \$2,608,643 from execution of the Agreement through and including June 30, 2018; and
- b. Authorized the Contracts/Purchasing Officer to execute the Agreement and future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED on this 5th day of November 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on November 5, 2013.

Dated: November 13, 2013  
File Number: A 13-261

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy

## AGREEMENT BETWEEN COUNTY OF MONTEREY AND LIONAKIS

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

### RECITALS

WHEREAS, County has invited proposals through the Request for Qualifications (RFQ # 10401) for **Architectural Services, Schematic Designs through and including Construction Support for Jail Housing Addition**, in accordance with the specifications set forth in this AGREEMENT; and

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

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

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

### 1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR's proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFQ # 10401 and in this AGREEMENT on the terms and conditions contained herein and in RFQ # 10401. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT

Exhibit A: Scope of Services

Exhibit B: Architectural Professional Service Fees

Exhibit C: Submittal Checklist

RFQ #10401 dated January 14, 2013, including all attachments and exhibits

Addenda #1 and 2

CONTRACTOR's Proposal dated January 14, 2013

- 1.2 These documents are on file with the Contracts/Purchasing Division.
- 1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the

contract, the contract documents shall be construed in the following order: AGREEMENT, Exhibit A: Scope of Services, Exhibit B: Architectural Professional Service Fees, Exhibit C: Submittal Checklist, RFQ #10401, Addenda # 1 and 2, CONTRACTOR's Proposal, including all attachments and exhibits.

- 1.4 CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors shall perform services under this AGREEMENT in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in same or similar locality, shall be appropriately licensed as required by law, to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.5 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - 1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

## **2.0 SCOPE OF SERVICE**

- 2.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 2.2 The Scope of Work can be generalized as providing all necessary professional support and designs and drawings for the construction project during the Schematic Design Phase, Design Development Phase, and Construction Documents Phase. Specific requirements include but are not limited to the following:
  - 2.2.1 California Green Building Standards Code: CONTRACTOR shall identify the work to be performed at the Schematic Design Phase, Design Development Phase, Construction Documents Phase and Construction that is compliant with the California Green Building Standards Code (Part 11, Title 24, California Code of Regulations) as may be adopted and modified by

County ordinance.

- 2.2.2 Site Preparation & Grading: CONTRACTOR shall provide design and construction support services for site demolition, site grading, relocation of existing utilities, building pad preparation, storm drainage improvements, for site utility collection and distribution systems, outdoor recreation yards, site lighting, fencing & gates, roads & paving, landscaping, and other site improvements.
- 2.2.3 Housing Unit Design Requirements: CONTRACTOR shall design two pod- type 144 bed housing units with support and programming space. In addition the design of the pod- type housing units has to allow for the expansion by the addition of two additional housing units to bring the bed count to 576.
- 2.2.4 Support & Programming Areas: CONTRACTOR shall be responsible for the preparation of documents for Schematic Design Phase, Design Development Phase, Construction Documents Phase, and for the new support and programming areas required by the architectural program. In addition, CONTRACTOR shall provide the professional services needed to support permitting, Bidding and Construction Phases.
- 2.2.5 Security and Communication Systems: The project includes security and communication systems located throughout the existing Jail and in the new housing addition and support areas. CONTRACTOR shall be responsible for investigation of the existing systems listed below and shall define the requirements for controlling them from the new Central Control.
- a. Fire alarm control panels, signal-initiating devices, control devices, and alarm signal devices.
  - b. Personal alarm receivers, enclosures, horns, strobes, reset switches, and special back boxes.
  - c. Regional intercom substations, master stations, cabinets and enclosures.
  - d. Site intercommunication system beyond the building plus interface with building system.
  - e. Public address system beyond the buildings plus interface with building system.
  - f. Master antenna television distribution amplifiers, splitters, combiners, wall taps, and special back boxes.
  - g. Closed circuit television cameras, recording equipment, power supplies, accessories, and hardware.
  - h. Any other specialty system devices and products required to match existing.
- 2.2.6 CONTRACTOR shall be required to develop the Project Manual specific to this project that includes Division 0, 1 and the technical specification sections.

CONTRACTOR shall comply with current codes and shall coordinate the specifications with the drawings and other specification sections.

- 2.2.7 CONTRACTOR shall review and update material and equipment products and model numbers to reflect current product availability. Specifications will be in a format consistent with Construction Specification Institute (CSI) MasterFormat 2004 Edition and Microsoft Word 2010 or newer version. Where CONTRACTOR specifies materials and equipment by brand names, provide three or more brand names for each item specified. Where CONTRACTOR believes that fewer than three suitable brand names are commercially available, provide a written justification for using fewer than three brand names. County may direct use of sole-sourced products where doing so is justified to ensure compatibility with existing equipment and materials.
- 2.2.8 Documents Provided to CONTRACTOR by County: County shall provide CONTRACTOR with an Architectural Program, Environmental Impact Report (EIR), Final Geotechnical Investigation Report, Site Master Plan, Topographic Mapping, budget and other requirements of the Project as they are or become available.
- 2.2.9 EIR Compliance: All CONTRACTOR's designs shall be in conformance with required mitigations presented in the EIR prepared for the Project.
- 2.2.10 Code Compliance: CONTRACTOR shall prepare construction documents in full compliance with all applicable building codes, ordinances, and other regulatory authorities. This project shall be designed in accordance with the latest edition of the California Building Code, California Code of Regulations Title 24, and California Code of Regulations Title 15.
- 2.2.11 Americans with Disabilities Act (ADA) Compliance: CONTRACTOR shall coordinate building design with site improvements to include all sidewalks, walkways and paved areas required for normal access, compliance with the Americans with Disabilities Act (ADA) access and building services. The building and any site paving and walkway designs shall conform to the requirements of Title II Americans with Disabilities Act, 28 CFR Part 35, Appendix IV Americans with Disabilities Act Accessibility Guidelines (ADAAG), and the current applicable California Building Codes, California Code of Regulations, Title 24.
- 2.2.12 Software Requirements for Drawings: All drawings shall be prepared using Revit 2013 or newer. When other AutoCAD is needed, AutoCAD 2012 platform shall be used.
- 2.2.13 Kick-off Meeting: Participate in a one-day kick-off meeting where representatives from County will be present to discuss the project schedule, key elements of the design, and roles and responsibilities prior to the beginning of

the design process. The meeting will be held in Salinas, CA. County will determine the date, time, place, and personnel to attend. A site visit to the jail will be incorporated into this kick-off meeting as well with which CONTRACTOR shall require its design team members to attend.

2.2.14 Coordination Meetings: CONTRACTOR shall participate in Project Coordination Meetings throughout the design phases including three Points of Connection (POC) coordination meetings with County. One POC meeting shall be held during the DD Phase and two POC meetings shall be held during the CD Phase.

2.2.14.1 County will not compensate CONTRACTOR for design changes caused by discrepancies in utility loads, points of connection, building elevations, security and communication system requirements, etc. CONTRACTOR shall coordinate as required with each discipline to obtain all information necessary to complete their respective documents and provide a biddable and constructible set of documents in accordance with the County's baseline project schedule submitted to the BSCC.

2.2.15 Design Review Meetings: County may conduct over-the-shoulder review meetings during development of each design submittal prior to CONTRACTORS submitting 100 % DDs, 100 % CDs, Back check Submittal and Final CDs. The intent of the meetings shall be to review the documents to verify drawing completion status before they are formally submitted for review, confirm that corrections/revisions have been incorporated, and to expedite the submittal and review process. CONTRACTOR shall be required to submit three (3) complete sets of drawings and one (1) set of specifications for use by County at each of these meetings which shall be held in CONTRACTOR's office.

2.2.16 Official Reviews: The Board of State and Community Corrections (BSCC) and California State Fire Marshal (CSFM) will review CONTRACTOR's document submittals at the following stages: 100% Schematic Documents (SD), 100% Design Development (DD), 100% Construction Documents (CD)s.

2.2.16.1 CSFM review and approval of CONTRACTORS design submittal does not relieve CONTRACTOR of their responsibility to design the work in accordance with applicable codes approved by County. CONTRACTOR shall notify County where implementation of a code requirement will compromise security. CONTRACTOR shall assist communications with CSFM shall be through BSCC.

2.2.17 Final Design Submittals: Prior to each design submittal, CONTRACTOR shall check all documents for technical accuracy and compliance, incorporate all Design Review Comments (DRC) and County authorized design changes, and coordinate within and between design disciplines. CONTRACTOR shall provide



Equipment Coordination Drawings and Interdisciplinary Check Drawings for each submittal. CONTRACTOR shall certify that the submittal is complete, with no items omitted, before the submittal will be considered for review. Incomplete submittals will be rejected and all costs associated with the subsequent re-submittal(s) shall be borne by CONTRACTOR.

- 2.2.18 Post Design Review after Formal Submittal: CONTRACTOR shall meet with County to discuss the review comments and other outstanding design issues. County will document and provide CONTRACTOR with review comments for use in tracking the disposition of each review comment. CONTRACTOR shall submit the DRC Report with the next design submittal indicating the updated disposition of each design review comment.
- 2.2.19 All details and specifications shall be fully coordinated with all disciplines. CONTRACTOR shall thoroughly review these design details and make corrections as required to ensure constructability and coordination with the project's construction documents.
- 2.2.20 County's direction and review of CONTRACTOR's submittals shall not relieve CONTRACTOR of any liability for errors and omissions in the documents. Coordination and quality control checks shall be made by CONTRACTOR in accordance with a disciplined procedure and scheduled accordingly.
- 2.2.21 Cost Estimates: CONTRACTOR shall retain the services of a professional estimating company to prepare the construction cost estimates at each scheduled design submittal. These estimates shall provide unit costs, quantities, assumptions, and other estimating parameters separately for each building reflecting current market conditions and costs. The estimates shall be prepared in the format and breakdown designated by BSCC and shall use the Engineering News Record-Building Cost Index (ENR-BCI) average BCI for Los Angeles and San Francisco, consistent with the midpoint of construction. CONTRACTOR shall reconcile each successive estimate, line by line, to the one provided at the preceding submittal. County will review each construction cost estimate to verify quantities, unit costs, and markups. Discrepancies between the CONTRACTOR's submitted cost estimates and County's reconciled estimate will be resolved promptly so that a current estimate is established.
- 2.2.22 Using Cost Estimate to Establish Project Budget: CONTRACTOR shall be advised that the Construction Cost Estimate developed at the completion of the Design Development Phase will be used to establish the overall budget for the project. Accordingly, this estimate is required to be substantially accurate to ensure proper funding. In providing the Construction Cost Estimate, the County understands that the CONTRACTOR has no control over the cost or availability of labor, equipment or materials, or over market conditions or the General Contractor's method of pricing, and that the CONTRACTOR's Construction Cost Estimate costs are made on the basis of the CONTRACTOR's professional

judgment and experience. The CONTRACTOR makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the CONTRACTOR's Construction Cost Estimate cost.

- 2.2.22.1 County and CONTRACTOR shall mutually agree upon a Construction Cost Budget for the work described herein at the completion of the Design Development Phase. If during the development of the documents it becomes evident that items within CONTRACTOR's control will cause the construction cost estimate to exceed the construction cost budget (as mutually agreed upon by both County and CONTRACTOR), CONTRACTOR shall propose design solutions that will bring the total back within the Construction Cost Budget.
- 2.2.23 Project Schedule: CONTRACTOR shall prepare its Critical Path Method (CPM) Project Schedule. CONTRACTOR shall do so using Primavera Project Planner 6.0, Primavera SureTrak Project Manager 3.0, Microsoft Project 2010 SR-1, or a similar product approved by County which includes CPM capabilities. The schedule submitted shall enable the County to plan and monitor completion of CONTRACTOR's tasks in preparation of each design phase submittal. CONTRACTOR's schedule shall include all project phase submittals through Final Bid Documents, submittal dates/durations for regulatory review, over-the-shoulder reviews, back check submittals, bidding/award, and assumptions. CONTRACTOR shall submit its project schedule to County for review and approval within 30 days of the Notice to Proceed.
- 2.2.24 Updates to Project Schedule: CONTRACTOR shall submit an updated schedule monthly along with CONTRACTOR's monthly invoice. Failure to submit an updated schedule with each invoice will result in a delay in approving CONTRACTOR's invoices.

### **3.0 TERM OF AGREEMENT**

- 3.1 The initial term shall commence with the signing of this AGREEMENT through and including June 30, 2018. County and CONTRACTOR may extend the term if the project is not completed by June 30, 2018.
- 3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing. CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the Agreement.
- 3.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

## 4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 4.2 County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.6 Tax:
- 4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

## 5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Resource Management Agency Architectural Services Division at the following address:
- County of Monterey  
Resource Management Agency-Architectural Services Division  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901
- 5.2 CONTRACTOR shall reference RFQ #10401 on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly

submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included in the AGREEMENT must be approved by County in writing via an Amendment.

## **6.0 DESIGN PROFESSIONAL INDEMNIFICATION**

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

## 7.0 INSURANCE REQUIREMENTS

### 7.1 Evidence of Coverage:

7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

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

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

### 7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

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

7.4 Other Insurance Requirements:

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

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

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

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

## 8.0 RECORDS AND CONFIDENTIALITY

- 8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- 8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this

AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

## 9.0 NON-DISCRIMINATION

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

## 10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.,) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.



- 10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

## **11.0 CONFLICT OF INTEREST**

- 11.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.
- 11.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

## **12.0 COMPLIANCE WITH APPLICABLE LAWS**

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure on behalf of the County all permits and licenses, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

### 13.0 DRUG FREE WORKPLACE

- 13.1 CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads no contest to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the COUNTY department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

### 14.0 TIME OF ESSENCE

- 14.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

### 15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

- 15.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.
- 15.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## 16.0 FORCE MAJEURE

- 16.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

## 17.0 TRAVEL REIMBURSEMENT

- 17.1 Travel reimbursements are strictly limited to that travel specifically requested by the County, and at the rates or in the amounts specified in Exhibit B as provided by this AGREEMENT.

## 18.0 PUBLIC WORKS OF IMPROVEMENT REQUIREMENTS

- 18.1 Prevailing Wages: If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 18.2 Local Hiring per County of Monterey Code 5.08.120: If applicable, CONTRACTOR shall comply with provisions included in County of Monterey Code 5.08.120, including but not limited to:
- 18.2.1 County of Monterey Code Section 5.08.120 General Provisions; Unless such a provision would conflict with a State or Federal law or regulation applicable to a particular contract for public works of improvement, all County contracts for public works of improvement shall contain provisions pursuant to which the contractor promises to make a good-faith effort to hire qualified individuals who are, and have been for at least one year prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty (50)

percent of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Monterey Bay Area residents.

18.2.2 For the purpose of this Section, the following terms have the meanings indicated:

"Board" shall mean the Monterey County Board of Supervisors.

"Qualified individual" shall mean a person who is specially trained, skilled, and experienced in the work, trade, or craft specified in the portion of the public work of improvement to be performed or who is enrolled in a certified State or federally approved apprenticeship program in the applicable trade or who is a journey person in his or her applicable trade.

"Resident of Monterey Bay Area" shall mean a person who resides within the boundaries of Monterey County, Santa Cruz County, or San Benito County.

## **19.0 NON-APPROPRIATIONS CLAUSE**

19.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for County for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, County will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for County or are otherwise available for payments. To the extent permitted by law, this provision will not be construed so as to permit County to terminate this AGREEMENT in order to acquire or lease any other equipment or to allocate funds directly or indirectly to perform the same application and in the same manner for which the equipment is intended.

## **20.0 BACKGROUND CHECKS**

- 20.1 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.
- 20.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities.
- 20.1.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).
- 20.1.3 EXCEPTION: personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to CONTRACTOR.

- 20.2 The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

## **21.0 WARRANTY BY CONTRACTOR**

- 21.1 CONTRACTOR shall perform all, services and provide all drawings and documents in accordance with applicable codes and regulations, and shall be fully responsible for the content of all design documents prepared or provided under this AGREEMENT. Time is of the essence of this AGREEMENT.

## **22.0 ACCESSIBILITY**

- 22.1 CONTRACTOR shall inform itself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORS work are made quickly and easily accessible.

## **23.0 DAMAGE**

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

## **24.0 NOTICES**

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

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

**TO COUNTY:**

Contracts/Purchasing Officer  
County of Monterey, Contracts/Purchasing  
168 W. Alisal Street, 3rd Floor.  
Salinas, CA 93901-2439  
Tel. No.: (831) 755-4990  
FAX No.: (831) 755-4969  
[derrm@co.monterey.ca.us](mailto:derrm@co.monterey.ca.us)

**TO CONTRACTOR:**

Maynard Feist  
Lionakis  
1919 Nineteenth Street  
Sacramento, CA 95811  
Tel. No.: (916) 558-1900  
FAX No.: (916) 558-1919  
[Maynard.Feist@Lionakis.com](mailto:Maynard.Feist@Lionakis.com)

## **25.0 LEGAL DISPUTES**

- 25.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 25.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 25.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 25.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

CONTRACTOR

Debra Bayard, MS  
Debra Bayard, MS  
Deputy Purchasing Agent  
County of Monterey

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

Dated: 11/18/13

Timothy J. Fry, PRES  
Printed Name and Title

Approved as to Fiscal Provisions:  
[Signature]  
Deputy Auditor/Controller

Dated: 10.9.13

Dated: 10-1-13

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

Approved as to Liability Provisions:

NICHOLAS DOCOUS, SECRETARY  
Printed Name and Title

Risk Management

Dated: 10.9.13

Dated:

Approved as to Form:

[Signature]  
Deputy County Counsel

Dated: 10/10/13

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.

**COUNTY OF MONTEREY  
JAIL HOUSING ADDITION  
ARCHITECTURAL/ENGINEERING SERVICES  
ORIGINAL CONTRACT**

**SCOPE OF SERVICES**

The Scope of Services for the Jail Housing Addition at the County of Monterey Adult Detention Facility, Salinas, California shall be as follows:

Upon written authorization to proceed, Consultant shall provide the following services in accordance with the Schedule of Submittals in Section E included herein. This document further defines the Basic Services described for this project and in case of conflict, shall prevail. Additional services by Consultant beyond the scope of this document shall be compensated in accordance with the County's standard Agreement.

**I. GENERAL**

The Scope of Services set forth in this document and the compensation to Consultant for said Scope of Services is based upon the Consultant and County of Monterey each performing its responsibilities in a timely manner.

**A. SCOPE OF WORK**

The Scope of Services for this project shall include the programming verification of the program prepared by HMC Architects, review of various conceptual layouts that reflect the program requirements, budgetary estimates of proposed concepts, prepare schematic design drawings for the Jail Housing Addition project that will be constructed adjacent to the existing Jail. Included in this "Scope of Work" is the review of the Pre-design documents prepared by HMC Architects that includes Architectural Program, conceptual site plan, conceptual floor plans, geotechnical investigation, utility assessments and preliminary cost estimate. Based on the information provided by HMC Architects and the design teams investigation of the site, historical documents, discussions with the City, the prepare a "Pre-design Report" that addresses demolition requirements, on-site and off-site infrastructure, site grading and drainage, roadways, parking lots, building locations, site lighting, utilities distribution, power generation, fencing, telecommunications and electrical systems, and various other improvements as required and further described herein.

Schematic design submittal shall include budgetary estimates of schematic design documents, a review and response to geotechnical investigation report, and areas impacted at the existing Adult Detention Facility. Preparation of schematics shall be based on a review and or evaluation of the Architectural Program, participation in design charettes and meetings with various user groups, agencies and County departments.

Authorization to proceed with Design Development, Construction Documents, and Bidding and Construction Administration phases will depend on budgetary, County and Board of State and Community Corrections (BSCC) approval to proceed with future phases and the Consultant's performance.

**B. GENERAL DESIGN REQUIREMENTS**

1. Consultant shall design the Jail Housing Addition project in accordance with the latest edition of California Building Code, California Title 15 and Title 24 and County's Amended Application with the State as applicable. Consultant shall meet with BSCC to determine project compliance with the State requirements. The Jail Housing Addition shall be designed to promote reform and rehabilitation.



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2. The California State Fire Marshal (CSFM) will review Consultant's document submittals at Schematics, 100% Design Development (100% DDs), and 95% Construction Documents (95% CDs). Incorporate comments subsequent to back check and obtain approval. CSFM review and approval of Consultant's design submittal does not relieve Consultant of his/her responsibility to design buildings in accordance with applicable codes. Consultant shall notify County's Project Manager where implementation of a code requirement will compromise security. The Project Manager will resolve such security issues with Sheriff's Department and the CSFM. All of Consultant's interaction with the Fire Marshal shall be through the County's Project Manager.
3. All work products produced by the Consultant and their Sub-consultants whether electronic or otherwise shall be the property of the County of Monterey. Any work product partial or complete upon termination of the agreement shall be the property of the County of Monterey. In the event of termination, County understands that said product shall not be used for construction without authorization or release of liability from consultant.
4. Consultant shall prepare drawings using Revit in general accordance with the American Institute of Architects (AIA) BIM Standards.
5. Consultant shall edit and coordinate County provided Division 0 and Division 1 specifications and remaining technical specification sections using Master Format 2004 Edition. Specification sections or components required for the Jail Housing Addition project shall be developed by the Consultant, using SpecText published by ARCOM. Where applicable specifications sections are not available, Consultant shall generate new specifications sections. Project Manual to follow County of Monterey Standards.

Consultant shall update, expand and/or revise the specifications as required to clarify the scope of the work, specify current codes, meet the site-specific requirements of the Jail Housing Addition project, or to fully coordinate the specifications with the drawings or other specification sections. Consultant shall review and update material and equipment products and model numbers to reflect current product availability.

Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2010. Where Consultant specifies materials and equipment by brand names, the Consultant shall attempt to provide three (3) or more brand names for each item specified. Where Consultant believes that fewer than three (3) suitable brand names are commercially available, Consultant shall notify County reason for using fewer than three (3) brand names. Consultant to comply with the "Buy American Act".

6. Consultant will receive from the County the approved Architectural Program and other requirements of the project. Consultant shall perform a thorough program verification of the Architectural Program.
7. Consultant shall coordinate design consistency with potential mitigations presented in subsequent Environmental Impact Report (EIR) and California Environmental Quality Act (CEQA) document prepared by others for this project.
8. Consultant shall participate in a one-day Project Kick-off meeting concurrent with Pre-Design meeting at which time representatives from the County will be present to discuss the project schedule, key elements of the design, and roles and responsibilities prior to the beginning of the design process. The meeting will be held in a mutually agreeable location in Salinas California. The County will determine date, time, place, and personnel to attend.

**County of Monterey Jail Housing Addition  
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9. Consultant shall assist the County in pursuing energy rebates wherever possible.
11. Consultant shall prepare a schedule of Consultant's tasks under this Agreement. The schedule shall be prepared in sufficient detail to plan and monitor completion of Consultant's tasks in preparation of each submittal. The schedule shall be submitted to the Project Manager for review and approval within 30-days of "Notice to Proceed" with any portion of this Agreement. Consultant's monthly invoice shall be including description of work completed to support percentage of completion for that particular phase of work.
12. Consultants shall coordinate with County's Information Technology (IT) staff for incorporation of telephone, cabling for computers and security communication systems in the facility. Consultant shall work with county to include raceways, potential cabling and wiring, backboards and potential racks for county personnel to terminate and install computer equipment.
13. Consultant shall anticipate participation in one (1) Points of Connection (POC) coordination meetings with the County Project Manager, other consultants and County staff for site utility infrastructure one meeting will be held during the Schematic Design (SD) Phase. Consultant shall communicate information on POC's at no additional cost to the County.
14. All submittals by the Consultant shall comply with the project schedule as stipulated in Appendix B.
15. Prior to each design submittal, the Consultant shall check all documents for technical accuracy, compliance with drawing standards, incorporation of all Design Review Comments (DRC) from prior phase, design changes authorized by the county, and coordination within and between design disciplines and site engineering design work.
16. Consultant shall design the buildings, site paving and walkways in conformance with Title II Americans with Disability Act (ADA), 28 CFR Part 35, Appendix IV ADA Architectural Guidelines (ADAAG) and latest California Building Code, California Code of Regulations Title 24.
17. Coordination and quality control checks of Consultants documents shall be made by the Consultant in accordance with a disciplined procedure and scheduled accordingly. County's direction and review of Consultant's submittals shall not relieve Consultant of any liability for errors and omissions in the documents.
18. Consultant shall verify that digital electronic submittals are free of electronic "Viruses," "Worms," "Trojan Horses" and other programs or data which may cause undesirable effects to the host computer. The County will check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to Consultant. Consultant shall remove the unwanted programs or data and further verify the integrity of the electronic submittal. Consultant shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements per this Agreement.
19. Consultant submittals shall be in the appropriate "Submittal Check-List Form" (attached here to). The Submittal Check List Form shall be filled-out indicating all items being transmitted to the County Project Manager for review. Consultant shall state that the submittal is compliant with check-list, with no items omitted without prior approval, before the submittal will be considered for review. Incomplete submittals shall be rejected. All costs associated with the resubmittal shall be borne by Consultant.
20. At each design submittal, County will review the drawings, specifications, cost estimate and other submitted documents for conformance with County program and security requirements. After the

**County of Monterey Jail Housing Addition  
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review has been completed, County and Consultant will meet as defined in each phase to discuss the review comments and other outstanding design issues. The County will document, compile and review comments into a report and provide to Consultant for use in tracking the disposition of each review comment. Consultant shall submit the design review report with the next design submittal indicating the disposition of each comment.

21. At each required design submittal in section III Consultant Responsibilities, the Consultant shall prepare and submit a construction cost estimate. The cost estimate shall include unit costs, quantities and other estimating parameters separately for Building and Site components of work reflecting current market conditions and costs.  
Consultant shall reconcile each successive estimate, line by line, to the one provided at the preceding submittal. Consultant shall prepare the estimates in the format and breakdown acceptable to the County.
22. The County has prepared a "Project Cost Summary" and has submitted a copy to the State. If, during the development of the documents, it becomes evident that items within Consultant's cost estimate cause the construction cost estimate to exceed the construction cost budget, the Consultant shall notify the County and propose design solutions that will bring the project within the construction budget.
23. Consultant shall coordinate with County to develop and provide equipment lists, manufacturer's cut sheets, and specifications.
24. Consultant shall review Geotechnical Report (provided by County) for indication of potential corrosive soils. In the event soil samples identify the potential of corrosive soils, additional laboratory testing and evaluation by a registered corrosion engineer shall be conducted to assess soil corrosion potential to piping and embedded structures and prepare a report. Base the corrosion potential on laboratory tests of subsurface samples and on field resistivity tests at depths representative of planned utilities and relocation of soils throughout the site from grading operations. The Consultant shall assist County with recommendations for protection of underground improvements by a registered corrosion engineer. In addition, corrosion engineer shall prepare and submit with the 95%% Construction Documents a corrosion testing and inspection program for use by the inspectors during construction. If these services are required, an additional service shall be negotiated.

**C. DEFINITIONS**

1. "Design Review Comments" (DRC) as used herein consist of review comments to Consultant's design effort.
2. "Construction Cost Estimate" as used herein is a forecast of construction cost based on a detailed analysis of materials and labor at each project site for all items of work.
3. "Construction Cost Budget" as used herein is the estimate of construction costs described in Article 5, Paragraph (b). It represents the dollar value for which funding will be obtained and against which expenditures will be monitored.
4. "Drawings and Specifications" as used herein, shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, equipment, civil and landscape drawings and specifications and any drawing and specification prepared by specialty consultants.

## II. COUNTY'S RESPONSIBILITIES

County will be responsible for the following:

1. Providing Consultant with a copy of the budgetary limitations including preliminary estimates, CEQA documents, design schedules, Pre-design phase documents, existing "As-Built" drawings of the various construction projects to Jail Campus and any other necessary information required to complete the work, as it becomes available, which is not in Consultant's Scope of Services to provide.
2. Making access arrangements for Consultant to enter upon public and private property as required to perform tasks under this scope of services.
3. Designating a management team to review designs and submittals and to work with Consultant to achieve an acceptable, cost-effective design.
4. Providing Consultant with design review comments to be incorporated into the documents.
5. Provide Geotechnical Report and/or update of existing report as required for use by Architect.

## III. CONSULTANT RESPONSIBILITIES

Consultant shall be responsible for Pre-design Document verification, the review of Conceptual Design, preparation of Schematic Drawings, Design Development and Construction Documents. All documents shall be prepared in full compliance with County requirements applicable codes, ordinances and other regulatory conditions. The Consultant shall be fully responsible for the content of all design documents prepared as part of this contract regardless of the source. No disclaimers are allowed on any documents.

### A. BUILDING SCHEMATIC DESIGN PHASE

Upon authorization to proceed by the County, Consultant shall provide Schematic Design services as specified herein. In general, the work during this phase shall include preparation of schematic level drawings and specifications together with an estimate of building costs.

1. Consultant shall prepare schematic drawings based on a thorough review and evaluation of the Pre-design Phase Documents, participation in design charrettes, and meetings with various user groups, agencies and County departments.
2. Consultant shall prepare a site plan of the jail site for review by the County. Consultant shall investigate and present alternatives for building location, facility and complex configurations, access alternatives, and overall site layout within the designated project area. Consultant shall include in the site plan all proposed buildings and improvements including roads, fencing, parking areas, walkways, setbacks, Contractor's laydown and Construction trailer complex areas.
  - a. Assessment of Existing Utilities - Consultant shall review existing utility drawings accessed through County Facilities Maintenance staff and perform field investigation to identify the location and condition of existing underground utilities at the proposed Jail Housing Addition site. Consultant shall prepare drawings that

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could be used as part of a demolition documents to show existing piping that will be removed, rerouted and/or reused. County shall provide consultant with a site survey of existing conditions indicating topographical all know above and underground utilities. In the event additional site survey information is required by consultant, county shall provide requested information in a timely manner.

- b. Grading Plan – Consultants shall develop a preliminary grading plan based on the existing topography. The Grading Plan shall include approximate quantities of earthwork associated with grading the site to be utilized for cost estimating purposes.
- c. Storm drainage Plan- Consultant shall evaluate existing and proposed storm drainage patterns and develop alternatives, as required, for collecting and disposing of both onsite and offsite storm drainage. Consultant shall identify the location of any storm water detention/retention ponds, improvements to existing points of storm water, control of off-site drainage across site and preliminary routing of underground drainage piping. Consultant shall determine the most cost-effective means of collecting and conveying on-site storm drainage runoff to the point of discharge while conforming to regional and local codes and regulations. Consultant shall identify limits of the site that lie within the 100-year flood plain and, if required, prepare hydraulic model using the United States Geological Survey (USGS) mapping of the floodway impacted by construction of the Jail Housing Addition.
- d. Utility Distribution Plans - Using the utility distribution plans, the Consultant shall determine the approximate loads, size and routing of preliminary identified water, (domestic, fire protection and landscaping), sanitary sewer, natural gas, electrical, telephone and security and communications conduits. Consultant shall describe design criteria and requirements for each utility system including major system components. Determine preliminary building electrical (KVA) and heating (BTU/hr) load requirements for this project.
- e. Water Supply and Distribution – Consultant shall establish design criteria and physical requirements for the recommended water supply, and distribution systems. Consultant shall address the following scope of work.
  - i. Confirm potable water demand for domestic use, fire flow, and potential landscaping at the Jail Housing Addition. Based on preliminary mechanical engineer’s anticipated loads, prepare preliminary table identifying water service flow and pipe size for both domestic use and fire flow.
  - ii. Review the water supply and distribution system for the existing Adult Detention Facility site and determine impact requirements to service the Jail Housing Addition. Assess impacts to the existing supply, and distribution system and develop recommendations. Identify if any part of the existing distribution system is currently routed through the existing Adult Detention Facility site including relocation requirements.
  - iii. Determine potential need for onsite pumping systems to meet domestic and fire fighting requirements, method of pressurizing the water system for distribution throughout the facility, based on facility demand.
  - iv. Preliminary routing of electrical supply, location of Motor Control Centers

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(MCCs), and a listing of critical equipment and loads requiring stand-by electrical power. Within design narratives identify requirements for alarms and system automation.

- v. Document all correspondence and meetings with the local water district, California Department of Health Services (DHS), and other agencies regarding the requirements and costs for providing water to the Jail Housing Addition.
- f. Wastewater Disposal - Establish design criteria and physical requirements for the disposal of wastewater generated at the Adult Detention Facility site. Consultant shall address the following scope of work.
  - i. Estimate average and peak wastewater flows that will be generated at the Adult Detention Facility.
  - ii. From county provided documents, consultant shall review the current wastewater system for the Laurel/Natividad campus and determine requirements to service the Jail Housing Addition.
  - iii. Identify where the new sanitary sewer will connect into the existing site system.
  - iv. Based on the design of the existing system and grading requirements for the Jail Housing Addition, determine if a new or alterations to the existing sewage pumping station will be required to dispose of the Jail's wastewater.
  - v. To the extent possible, identify any current regulations from the control agencies that could have an operational effect at the Jail.
  - vi. Document of all meetings and correspondence with the local sanitation agency, SWQCB, and other control agencies regarding regulatory requirements for wastewater generated at the Jail.
- 3. Design Level Geotechnical Investigation - The County has contracted for geotechnical services under the Pre-design Phase, if the Consultant does not feel the report is adequate, it is up to the Consultant to notify the County for additional geotechnical investigation services that may be required. Fieldwork on the Adult Detention Facility site shall begin after all borings, trench and Cone Penetration Test (CPT) locations have been surveyed, staked and any United State (US) Alert requirements for utility clearances are obtained. Consultant shall coordinate with the County's Project Manager prior to starting work.
- 4. Programming Verification Orientation – Concurrent with the Project Kick-Off meeting, consultant shall participate in a one-day Programming Verification Orientation meeting at which time representatives from the County will be present to discuss operational and architectural programming requirements for the project. The meeting will be held in Salinas, California at a mutually agreeable location at the beginning of the programming verification phase.
- 6. Two Conceptual Layouts - Based upon the Pre-design Phase, Architectural Program and other information provided to the Consultant, the Consultant shall develop two conceptual layouts of each building, recreation yards, and project site plan for presentation at the first design charette. Conceptual Building layouts shall include floor plans, exterior elevations, building sections and building site plans for the designated project area.

7. First Charette – Consultant shall lead a one-day design charette in Salinas to present the conceptual layouts of the buildings recreation yards, and site plans. Consultant shall identify and document County input and comments to conceptual layouts, potential physical requirements, and associated programmatic data to modify and/or further develop the selected conceptual layout.
8. Second Charette –Based upon information obtained from the first charette, Consultant shall update conceptual layout for presentation at a second design charette. Consultant shall include a space list and conceptual level estimate for each building recreation yard, site development and improvements.
9. Conceptual Design – Based on the information received from prior charettes the Consultant shall prepare a modified design concept document for County approval.
10. Schematic Design - Upon approval of preferred concept plan, the Consultant shall proceed into development of schematic design documents which shall include:
  - a. Architectural and Structural building floor plans, building sections and exterior elevations.
  - b. Preliminary structural design to establish foundation and framing requirements and associated costs. Report shall include a narrative description of recommended foundation/framing options for estimating purposes and recommendations for design.
  - c. Schematic Design Report that includes the following:
    - Reconciliation of schematic design area to Architectural Program area.
    - Building data including construction type, occupancy rating, fire hazard classification including type of fire sprinkler requirements.
    - Building room space lists.
    - List of utilities to service each building
    - Preliminary list of security and communications systems
    - Interior and exterior construction materials.
    - Building design criteria
    - Preliminary Title 24 accessibility code criteria and requirements.
    - Meeting minutes from design charettes and user group meetings.
  - d. Prepare a schematic level construction cost estimate for the project. The estimate shall include buildings, utilities and site improvements including anticipated lighting, roads, parking, fencing and gates.
11. Prepare a formal Schematic Design Submittal to the County for review.
12. Participate in a Design Review Meeting in Salinas following the submittal for the purpose of reviewing County's comments on the schematic design submittal. A minimum of two (2) individuals shall attend from Consultant's team.
13. Prepare a formal Schematic Design Submittal to BSCC and CSFM for their review and comment.
14. Participate in a Design Review Meeting in Sacramento following the submittal for the purpose of reviewing BSCC & CSFM comments on the schematic design submittal. A minimum of two (2) individuals shall attend from Consultant's team. Consultant may

conduct an informal design review meeting with CSFM and BCSS prior to formal Schematic Design submittal to assess potential code and/or design interpretation conflicts (attendance by County representative should be provided if feasible).

**B. DESIGN DEVELOPMENT PHASE**

Provide Design Development services incorporating applicable program and correctional requirements including recommendations contained in the Schematic Design Phase and Geotechnical Investigation Report. Upon written authorization to proceed by the County, the Consultant shall proceed with the following Preliminary Plans Phase scope of work. The Design Development requirements are as follows:

1. Site Preparation and Grading.
  - a. Demolition of asphalt pavement, concrete walkways, above and below ground utilities and other site improvements that require removal to facilitate construction of the Jail Housing Addition project. Provide documents that clearly define demolition and disposal requirements of existing improvements that are not utilized in the project or other ongoing Adult Detention Facility operations.
  - b. Relocate existing underground and overhead utilities within the project site that are to remain to service the existing Adult Detention Facility. Documents shall clearly show and identify potential construction phasing requirements to maintain services from these utilities at all times except for scheduled tie-ins to existing lines as approved by the utility company and/or County staff. Reroute existing utilities to prevent construction of planned structures or improvements over or under utility lines. If required, provide drawings and information to utility companies for their review and approval.
  - c. Design finish grading of the site for all structures and improvements including roads (for both temporary construction access and permanent use), embankments, walkways, structures, fencing, parking areas, and storm drainage improvements. Design building pads, including foundation preparation, in accordance with the Geotechnical Report and as required by, and coordinated with the building design. Prepare and include a site plan that depicts the construction phasing and sequencing requirements to be used on the project.
  - d. Design site grading for on-site storm water collection, storage, and runoff control. Route all site storm drainage from the Jail Housing Addition into the existing storm drain without increasing the rate of release to the City of Salinas. However, if required, expand the existing or construct a new storm water detention system to collect runoff from the Jail Housing Addition.
  - e. Locate temporary utilities for the Contractor's laydown/staging areas. The location of the field office trailers shall be determined by County, Architect, and County staff.



- f. Update County provided Division 1 specification section that describes all work, services and furnishings that will be provided by the Contractor. Design improvements for the Contractor's staging area that shall include electrical supply/distribution panels and telephone. Coordinate with local utilities and County staff for the extension of utilities to service these areas.
- g. Coordinate with County staff regarding the road to the construction site and Contractor laydown and staging area.
- h. Prepare a Storm Water Pollution Prevention Plan for Construction Activities (SWPPP) in conformance with the State Water Resources Control Board and National Pollution Discharge Elimination System (NPDES) for the Jail Housing Addition and site for the infrastructure improvements. Work shall also include preparation of the Notice of Intent (NOI) and Monitoring Plan for the construction of the project.

Assist the County with submission of NOI. County to obtain signature, processing, and payment of application fees. Coordinate with agencies having jurisdiction over the work of the project and assist County in preparation and submission of required permits and information for review and approval to the following: the City of Salinas. County departments, the Regional Water Quality Control Board (RWQCB), the Monterey Bay Unified Air Pollution Control District (MBUAPCD) and other agencies as appropriate.

## 2. Site Utilities and Improvements

Design utility systems for the Jail Housing Addition based on the Schematic Design Phase to within approximately five (5) feet of each building, structure, or point of use. The actual point of connection (POC) shall be determined in consultation with County and design consultants. System design shall include all piping, valves, vaults, hydrants, manholes, handholes, clean-outs, anchors, expansion joints, testing requirements and all other required specialties and/or appurtenances for a complete and operable system.

### a. Water Distribution System

- 1. Design the water distribution system for domestic, fire protection, and potential landscape irrigation uses throughout the Adult Detention Facility site including piping, valves, fittings, and fire hydrants and thrust blocks. Coordinate sitewide water system pressure requirements with building fire sprinkler system design. Fire hydrant locations shall meet State Fire Marshall requirements and coordinated with local Fire District.

### b. Sanitary Sewer Collection System.

- 1. Design wastewater collection piping from the existing Adult Detention Facility to a POC. Design shall include sanitary sewer laterals, main collector lines, manholes and cleanouts.

### c. Natural Gas (NG)

- 1. Design a NG distribution system from the Jail Housing Addition to a point

of connection.

2. Coordinate with utility company (if required) to optimize site gas distribution pressure.
- d. Storm Drainage System
  1. Design a storm drainage system to include surface drainage, pipelines, catch basins, flow collection/control structures, and erosion control requirements. Incorporate on-site sources including roof drainage from buildings.
- e. Electrical Supply and Distribution Systems – Normal and Standby Power
  1. Design a normal and standby power site distribution system from the point of connection for the existing service to the Jail Housing Addition. The design consultants will be responsible for splitting the service to feed the existing Adult Detention Facility and provide new service to the Jail Housing Addition. Coordinate underground (U/G) electrical conduits, manholes and handholes with U/G telephone and security and communications system conduits.
  2. Provide appropriate calculations including a short circuit and protective device coordination study, load calculations and voltage drop calculations.
  3. Determine the location for transitioning the overhead service to underground service for the Jail Housing Addition. The Jail Housing Addition shall be capable of being metered separately for County use; emergency power for the Jail Housing Addition shall be a standalone system supporting the addition only. Coordinate with PG&E to determine the location and POC requirements for power to the Jail Housing Addition.
- f. Security and Communications Systems
  1. Consultant shall design the underground conduits for security and communication systems throughout the Jail Housing Addition. In addition, extend conduits for security & communication systems that need to be monitored or controlled from the new central control location.
  2. Prepare conduit schedules for all security and communication systems, normal and standby power, spares, and telephone. Site conduit drawings and manhole/handhole locations and schedules will be reviewed by Adult Detention Facility's security/Telecom contractor. Coordinate during such reviews and incorporate review comments.
  3. Coordinate with other design consultants to determine security and communications systems and associated conduit requirements for each system and throughout the site. The conduit layout design, including appurtenances (manholes, handholes, pullboxes), shall show conduits for all underground distribution systems including normal and standby power, telephone, and site lighting.
  4. Consultant shall design the conduit raceway system for the telephone/data system throughout the Jail Housing Addition up to a POC as determined by

the Adult Detention Facility's security/Telecom contractor.

6. Design raceway systems for the following security and communications systems.
  - Closed Circuit Television (CCTV) System
  - Telephone System (T)
  - Fire Alarm (FA)
  - Regional Programmable Logic Controllers
  - Special Systems (SS)
  - Local Intercom(s) (LI)
  - Door and Gate Control(s)
  - Spares
  - Lighting Control
- g. Site Lighting
  1. Design an exterior site lighting system including, roadside lights, outside building lights. Perform a complete site photometric analysis to ensure that lighting levels are acceptable to the County.
  2. Building lights shall be used to satisfy lighting requirements in areas where reduced light levels exist because of building shadows. Building lights shall be included in the site photometric analysis performed by Consultant.
  3. The site lighting control panel shall be installed in Central Control to control the site lighting system. Coordinate to determine panel location and associated wiring requirements.
- h. Onsite Roads and Paving
  1. Design all onsite roadways, parking lots, paved areas and walkways throughout the New Jail Housing Addition. Finish elevations of walkways/paved areas. Walkway/paved areas shall align with the finish elevation of building stoops, concrete walks and service areas for ADA accessibility and service requirements. Design of roads shall allow for placement of first lift of asphalt during initial stages of construction followed by final lift to design grades towards the end of construction.
  2. If identified as a mitigation measure in the EIR, the design of offsite roads, intersections, and entrance improvements on any of the surrounding roads will be included in Consultant's contract by a fee amendment.
- i. Design
  1. Design Development - Based on the approved Architectural Program and

Schematic Design Documents, Consultant shall prepare Design Development drawings and specifications for architectural, structural, mechanical, plumbing, electrical and security/communications system components of the project. Consultant shall progress the approved Schematic Design documents to minimum 35% overall completion level at the end of the Design Development phase.

2. Architectural Building Systems - Design building floor plans, elevations, details schedules and other architectural building components based on the approved Architectural Program, Schematic Design drawings and County design directives.
3. Structural Building System - Design structural systems for the existing Adult Detention Facility and Jail Housing Addition buildings shall include foundations, walls, and roof framing systems based on local soil and environmental conditions (snow, wind and seismic). Prepare details for typical connections, openings and supporting systems and submit updated structural calculations. If required, incorporate specific requirements to protect foundation reinforcing or buried structural items because of corrosivity of soils.
4. Mechanical & Plumbing System - Design mechanical, heating, ventilation and air conditioning (HVAC) and plumbing systems based on building designs and local soil and environmental conditions. Prepare calculations for mechanical HVAC and plumbing systems. If required, incorporate requirements to protect buried metal materials based on site soil conditions.
5. Electrical System - Design building electrical systems for normal and emergency power based on site specific building requirements including electrical loads from building mechanical systems. Design and coordinate building conduit size and locations for normal and emergency power based on utility distribution design. Prepare calculations for all electrical systems including lighting and control systems

Design the grounding system to meet local soil conditions and implement measures to protect buried metal materials based on site soil conditions.

6. Security and Communication Systems - Consultant shall be responsible for the design coordination of security and communication systems within the existing Adult Detention Facility and the Jail Housing Addition. Consultant shall design fire/life safety and security and communication systems in new buildings based on recommendations contained in the Schematic Design documents and direction from the County. Coordinate with Adult Detention Facility's Security/Telecom contractor regarding design requirements for telephone/data outlet locations, conduit and cable tray systems within each building.
7. Review and incorporate design directives and change orders issued by the County into appropriate building drawings and specifications. All

changes which are incorporated into the documents shall be fully coordinated between all disciplines and other bid packages.

- j. Miscellaneous Design Services
  - 1. Estimated building utility load data shall accurately reflect utility requirements of equipment and functional use areas associate with the Jail Housing Addition. Submit building load data with Consultant's 100% Design Document submittal.
  - 2. Prepare a narrative description of the work covered in non- technical terms. The narrative shall be of sufficient detail so that non-technical personnel reviewing the package will understand its purpose and its means of execution.
  - 3. Prepare and submit engineering calculations at each submittal to support the design of the work. Calculation shall be submitted for all work including, but not limited to site utility systems, building foundation & structure, and mechanical, plumbing, and electrical equipment and systems.
  - 4. Provide equipment lists, manufacturer's cut sheets, specifications, and potential fixed Furniture, Fixture and Equipment (FF&E) plans with locations for all building equipment.
  - 5. Prepare and submit specifications using SpecText Master Format 2004 Edition. Verify that specified materials are currently available.
  - 7. Participate in a design review meeting in Salinas, California following the submittal for the purpose of reviewing County's comments. At a minimum three individuals from Consultant's team shall attend the meeting.
  - 8. Review, respond to and incorporate all design directives and design review comments (DRCs). All changes that are incorporated into the documents shall be fully coordinated between all disciplines. Owner directed design changes shall occur prior to completion of Design Development phase.
  - 9. Prepare and submit a detailed Construction Cost Estimate. Construction Cost Budget for the work described herein is approximately \$28,000,000.
  - 10. If budgetary issues arise where construction estimate exceeds available funding, consultant shall participate in a one-day Value Engineering meeting in Salinas, California. The purpose of the meeting is to discuss possible cost saving measures that may be applicable to Consultant's design. A minimum of six (6) individuals from the Consultant's team shall attend the meeting.
  - 11. Prepare a Formal Design Development Submittal.

### **C. CONSTRUCTION DOCUMENT PHASE**

Upon written authorization to proceed by the County, the Consultant shall provide Construction Documents services. In general, the work during this phase shall include preparation of drawings and specifications based upon approved Design Development Phase documents and County review comments. The Consultant performs the following:

1. Prepare from approved Design Development Phase Documents, Construction Documents for County and BSCC approval, consisting of drawings, specifications and other documents as listed herein, that set forth in detail the requirements for construction.
2. Provide equipment lists, manufacturer's cut sheets, specifications, and fixed furnishings and equipment plans with locations for equipment.
3. Prepare and submit updated detailed Construction Cost Estimates at 75% and 95% Construction Document submittals.
4. Review, respond to, and incorporate all design directives, control agency comments, and Design Review Comment into appropriate documents. All changes that are incorporated into the documents shall be fully coordinated between all disciplines.
5. Participate in Design Review meetings in Salinas, California following the 75% and 95% Construction Documents submittals for the purpose of reviewing County's comments. A minimum of three individuals from Consultant's team shall attend the meeting.
6. Coordinate potential input from corrosion protection engineer to ensure that corrosion protection measures are provided. This requirement is dependent on necessity of engineer and added fees.
7. Prior to the 75% and 95% Construction Documents, Back-check and Final Construction Documents submittals, check all documents for technical accuracy and coordination within and between disciplines. Document final coordination with all conduits and utilities, finish floor elevations, stoop, sidewalk, fencing and equipment pad locations, and utility loads. Coordination checks shall be made in accordance with a disciplined procedure and scheduled accordingly.
8. Prepare 75% Construction Documents
  - Consultant shall submit and deliver to the County the 75% Construction Documents. The 75% Construction Documents shall include the following:

General

- Completed title sheets, abbreviations, legends and site plans.
- Responses to 100% Design Development review comments and incorporation into the documents where required.
- Incorporation of all requirements and specific direction given by County prior to the 75% Construction Documents Submittal. Owner directed design changes shall occur prior to completion of Design Development phase.
- Reference of all applicable codes, building data and design numbers for all rated

assemblies.

#### Architectural

- Floor plans with all dimensions and room finishes noted.
- Complete partition plans with security partitions clearly identified for buildings designated herein.
- All doors, windows, hardware groups noted, and glazing schedules complete including electrically operated doors.
- Roof and reflected ceiling plans that reflect coordination with structural, mechanical and electrical systems.
- All elevations and sections.
- Enlarged plans of specific rooms or areas.
- Interior and exterior details.
- All sections and detail bubbles completed to indicate where the sections and details could be found.
- Fixed furnishings and equipment plans and schedule.
- .

#### Structural

- Foundation plans including all dimensions.
- Intermediate floor framing plans with complete section cuts and detail references.
- Near complete sections and detail sheets.
- Completed and detailed roof framing plans.
- Final calculations.

#### Mechanical/Plumbing

- Provide HVAC sizing (ducts and equipment).
- Illustrate air flow quantities noted on plans.
- Updated mechanical equipment and fixture schedules..
- Noting of all pipe sizes.
- Cathodic protection requirements (if required).
- POC including invert elevations.
- Completed riser diagrams.
- Control diagrams shown and primarily complete.
- Majority/primary details completed and referenced to the plans.
- Final calculations.

#### Electrical

- Power, lighting and auxiliary systems plans reflecting circuiting.
- Single line drawings.
- Panel schedules.
- Electrical room details showing equipment in plan and elevation views.
- Special systems including grounding wells.
- Majority/primary details completed and referenced to the plans.

- Fire alarm riser diagrams and zone schedules.
- Calculations.

Specifications

- Updated specification sections
- Identification of all variations from the Guideline Specifications.

System equipment and fixed furnishings

- Updated equipment cut sheets. Photocopy reproductions of manufacturer's brochure may be submitted for 75% Construction Document phase submittal.
- Provide color selection for architectural finish products.
- The 75% Construction Document submittal shall be in accordance with submittal checklist attached here to.

11. Prepare 100% Construction Documents

- a. Consultant shall submit and deliver to the County and BSCC 100% Construction Documents. The 100% Construction Documents shall include the following:

Drawings

- Complete drawings, **READY FOR BID**, stamped and signed by the architect and engineers of record registered in the State of California.

Specifications

- Complete specifications, **READY FOR BID**, stamped and signed by the architect and engineers of record registered in the State of California. All sections shall be accurately cross-referenced and County provided Divisions 0 and 1 shall be edited and coordinated. Identify all variations from the Guideline Specification.
- Require General Contractor to provide a complete and detailed submittal list, grouped by specification section.

Calculations

- Complete structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of California.

General



- 
- Incorporation of all requirements and specific direction given to Consultant prior to the 100% Construction Document Submittal.
- Responses to 75% Construction Document review comments.
- A statement, signed by a principal of Consultant's firm, stating that disciplines have been coordinated and that the submittal meets the requirements set forth herein.

System equipment and fixed furnishings

- Original hard copy prints of electronically-scanned cutsheets.
  - Provide color selection for architectural finish products.
12. Participate in a Design Review meeting in Salina, California; to discuss DRC's generated during review of the 95% Construction Document submittal. The meetings shall be attended by individuals representing each discipline on Consultant's team.
13. Prepare Back-check Construction Documents
- a. Upon incorporation of County's review comments of the 95% Construction Documents prepare and submit a Back-check submittal.
14. Prepare Final Construction Documents
- a. The Final Construction Documents delivered to the County's shall include the following:

Drawings

- Original plots of all drawings in accordance with the attached submittal check list. Each drawing shall include the seal and wet signature of the architect and engineers of record registered in the appropriate discipline in the State of California.

Specifications

- Complete specifications, ready for reproduction, including the seal and wet signature of the architect and engineers of record registered in the appropriate discipline in the State of California. All sections shall be accurately cross-referenced and coordinated with County provided Divisions 0 and 1.. "Track Changes" designations shall be removed.

General

- Incorporation of all requirements and specific direction given to Consultant prior to the Final Construction Document submittal.
- Responses to review comments on the 95% Construction Documents.

Consultant shall provide electronic files and six (6) full size sets and six (6) half size sets for the County's use. County will distribute electronically all bid and construction sets.

15. Bidding

- a. Bidding activities will be the responsibility of the County. All questions raised by prospective bidders during the bidding phase shall be channeled through the County for review and resolution. In the event that items requiring interpretation in the drawings or specifications are identified during the bidding period, said items shall be analyzed by Consultant for decision by the County regarding an appropriate response. Corrective action taken will be in the form of an addendum prepared by Consultant, and reviewed and issued by the County. Prepare all necessary supplemental documents at no additional cost to the County. All addendum documents shall be prepared on 8 ½" x 11" size papers unless otherwise approved in writing by the County. Assist the County in obtaining regulatory approval of addenda requiring such approval.
- b. Attend the Pre-bid Meeting at the construction site or place designated in the Bid Documents. Assist with the evaluation and pre-qualification of potential bidders as required by the bid documents.
- c. Addendum and bulletin revisions shall be made on the appropriate CADD drawings or word-processing specification files, and then electronically clipped out for issuance in 8½" x 11" format. Revisions shall be indicated and logged on each document. Maintain a log of all revisions to the documents.

**D. CONSTRUCTION SUPPORT PHASE**

Upon written authorization to proceed by the County, the Consultant shall provide Construction Support services using the approved Final Construction Documents for Bid as follows:

1. During construction, expeditiously furnish all necessary additional drawings for supplementing, clarifying and/or correcting the Construction Documents and issue bulletins required by errors or omissions. Bulletin revisions shall be made on the appropriate CADD drawing or word-processing specification files, then electronically clipped out for issuance in 8½" x 11" format. Revisions shall be indicated and logged on each document. Maintain a log of all revisions to the documents.
2. Consultant shall participate in bi-weekly onsite Construction Progress Meetings throughout the duration of construction and review the construction progress. Consultant shall assume to be onsite for these progress meetings 6-8 hours per day.
3. Mechanical, Electrical, and Structural Engineering consultants shall include 5 site visits each throughout construction (exclusive of walk-through to create punch list).

Security Electronics and Civil Engineers shall include 4 site visits each throughout construction (exclusive of walk-through to create punch list).

Advise the County of any defects or deficiencies in the work by the Construction Contractor, which Consultant may observe while visiting the construction site. Consultant shall have no authority to issue instructions on behalf of the County, or to deputize another to do so. All agreements shall be between the County and the Construction Contractor. These provisions shall not be construed as making Consultant responsible for the Construction Contractor's failure to carry out the work in accordance with the Construction Documents, nor the construction means, methods or techniques, sequences, procedures or safety programs in connection with the work.

4. At the end of construction, Consultant shall conduct a final inspection with the County to develop a punchlist. The punchlist shall be submitted to the County within five (5) working days of the site inspection. 5. Attend the Pre-construction meeting with the County, the Construction Manager and the Construction Contractor. A minimum of two persons from Consultant's team shall attend.
6. Consultant shall coordinate with the County inspectors to monitor the Testing, Inspection and Observation (TIO) Program. Upon construction completion, the Consultant shall verify that the requirements of the TIO Program have been complied with.
7. If required, assist to resolve any questions or issues regarding potential corrosion protection requirements.
8. Promptly review and approve submittals and shop drawings for compliance with the Construction Documents. This work shall include at least six (6) sets of shop drawings submitted for specified products and products submitted under the "or equal" provision of the specifications. During the "Pre-Construction meeting" the process shall be established to utilize a FTP site for electronic submittal review and distribution. A maximum turn-around time of fourteen (14) calendar days from receipt by Consultant to dispatch by Consultant is mandatory for review and distribution. Resubmittal review and distribution time shall be limited to seven (7) calendar days (provided submittal is complete). After three (3) submittals of the same item, if the item has not been approved, the County shall be notified of such.

Consultant shall notify County of approved substitutions as an equal to specified product.

9. Respond to each Request for Information (RFI) within stipulated timeframes. The work shall address all RFIs submitted including construction contractor fixes, alternate means of construction, field/site conditions and those deemed to be frivolous, out of scope, or as a result of Consultant's coordination.
12. Review the contractor provided Operation and Maintenance (O & M) Manuals for normal and emergency power systems.

#### **E. SCHEDULE**

Schematic Design Start

TBD

County of Monterey Jail Housing Addition  
Lionakis

Schematic Design Submittal to BSCC/SFM :	February 10, 2014
Design Development Submittal to BSCC/SFM/SPWB :	November 14, 2014
Construction Documents Submittal to BSCC/SFM/SPWB :	July 7, 2015
BSCC/BOS Approval to Bid:	August 14, 2015
Issue for Bidding:	August 20, 2015
Notice to Proceed:	December 2015
Complete Construction:	December 2017



County of Monterey  
Lionakis

Contract No. Cxx.xxxx

County of Monterey  
Jail Housing Addition

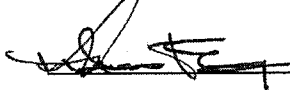
AB 900 Phase II Jail Construction Financing Program - 288 Bed Housing Addition  
Architectural / Engineering Services

Professional Services Fees  
Consultants Estimate

Design & Construction Services

Schematic Development	\$306,812
Design Development	\$639,970
Construction Documents	\$1,097,654
Construction Support	\$564,207
<b>Subtotal</b>	<b>\$2,608,643</b>
<b>Total</b>	<b>\$2,608,643</b>

Prepared By:



September 05, 2013  
Date

Lionakis  
Maynard Felst, AIA  
Principal

Reviewed & Approved By:

\_\_\_\_\_  
Date

County of Monterey

\_\_\_\_\_  
Date

County of Monterey

**PROJECT:** County of Monterey - Jail Housing Addition  
**CONSULTANT:** LoInakis

**Consultants Estimate**  
**Date:** August 30, 2013

**FEE SUMMARY**

<b>PHASE</b>	<b>TOTAL FEE</b>	<b>%</b>
<b>SCHEMATIC DESIGN</b>		
BID PACKAGE	\$306,812	15
<b>DESIGN DEVELOPMENT - PRELIMINARY PLANS</b>		
BID PACKAGE	\$639,970	23
<b>CONSTRUCTION DOCUMENTS - WORKING DRAWINGS (Incl bid)</b>		
BID PACKAGE	\$1,097,654	39
<b>CONSTRUCTION SUPPORT</b>		
BID PACKAGE	\$564,207	22
<b>TOTAL</b>	<b>\$2,608,643</b>	<b>99</b>

	A	B	C	H	I	J	K	L	M	N	O	P	Q	R	T	U	V
1	PROJECT: County of Monterey - Jail Housing Addition																
2	CONSULTANT: Lohak																
3	CONSULTANT'S ESTIMATE DATE: Aug 01/05/00																
4	DRAWING LIST																
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**PHASE (SCHEMATIC DESIGN) -** **TOTAL SHEETS 142**

DRAWINGS	PM	Sub		Sub		Sub		Sub		Sub	Sub	Hours	Rate	Cost
		Gen'l/Inf	Arch.	Struct.	Mech.	Plumb.	Elect/V	Landscape	Est					
Sheets	na	25	34	16	16	11	40	2						
CADD Technicians	0	291	483	72	54	25	226	56				1207	\$75.00	\$90,525.00
Total CADD Hrs	-	291	483	72	54	25	226	56	0	0		1,207		\$90,525.00
CADD hrs/sheet	-	12	14	5	4	2	6	28	na	na				
<b>DESIGN TASKS</b>														
Lead Arch./Eng'r	-	23.25	39	36	9.25	2.5	26.75	9				145.75	\$145.00	\$21,133.75
Asso. Arch./Eng'r	-	55.8	93.6	86.4	22.2	6	64.2	21.6				349.8	\$140.00	\$48,972.00
Arch./Eng'r	-	13.95	23.4	21.6	5.55	1.5	16.05	5.4				87.45	\$125.00	\$10,931.25
Consult. Coordination	-		40									40	\$110.00	\$4,400.00
DRC & Peer Review	-		40									40	\$148.00	\$5,840.00
Design Review Mtgs	-		40									40	\$148.00	\$5,840.00
	0	93	276	144	37	10	107	36	0	0		703		\$97,117.00
<b>MISC. TASKS</b>														
Project Management	-	20	80	20	20	20	16					176	\$148.00	\$25,808.00
Specifications	-	8	80	8	8	8	8					120	\$135.00	\$16,200.00
Estimating (Sub)	-		0									110	\$120.00	\$13,200.00
Dedicated O.C.	-	25	33	13	12	10	38	4		110		135	\$140.00	\$18,935.00
Value Engineering	-	8	16	8								32	\$140.00	\$4,480.00
Eng. Calculation	-	24		0	20	20	40					104	\$155.00	\$16,120.00
Code Analysis	-		40									40	\$148.00	\$5,840.00
Equipment Cutsheets	-											0	\$165.00	\$0.00
Clerical	-		40									40	\$65.00	\$2,600.00
Submittal Preparation	-		16									16	\$110.00	\$1,760.00
LEED	-											0	\$110.00	\$0.00
	0	85	305	49	60	58	102	4	110	0		773		\$104,831.00
<b>TOTAL</b>	\$0.00	\$47,092.00	\$113,529.00	\$32,391.00	\$17,973.00	\$11,795.00	\$46,759.00	\$9,764.00	\$13,200.00	\$0.00				\$292,473.00

<b>TOTAL LABOR (\$)</b>														\$292,473.00
<b>10% MARKUP ON SUBCONSULTANT TASKS</b>														\$0.00
<b>TOTAL</b>														\$292,473.00

						Travel/Reimbursable	Mtgs	Units	Rate	Cost
						Labor (hrs)	9	10	\$172.00	\$1,548.00
						Airfare			\$620.00	\$0.00
						Parking/Transp.			\$0.00	\$0.00
						Rental Car			\$85.00	\$0.00
						Hotel	3	2	\$94.00	\$564.00
						Meals	6	2	\$16.00	\$192.00
						Mileage @ \$0.505 / mile	6	360	\$0.505	\$1,091.00
						10% Mark-up				\$0.00
						<b>Subtotal</b>				\$12,167.00
						Number of Local Visits				\$0.00
						<b>Total</b>				\$0.00
						Travel/Reimbursable	Mtgs	Units	Rate	Cost
						Labor (hrs)			\$172.00	\$0.00
						Airfare			\$620.00	\$0.00
						Parking/Transp.			\$0.00	\$0.00
						Rental Car			\$85.00	\$0.00
						Hotel			\$94.00	\$0.00
						Meals			\$40.00	\$0.00
						Mileage @ \$0.505 / mile			\$0.505	\$0.00
						10% Mark-up				\$0.00
						<b>Subtotal</b>				\$0.00
						Number of Out of State Visits				\$0.00
						<b>Total</b>				\$0.00

<b>TOTAL EXPENSES</b>														\$14,339.00
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<b>TOTAL FEE ( SCHEMATIC DESIGN ) -</b>														<b>\$306,812.00</b>
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**PHASE (DESIGN DEVELOPMENT) -** **TOTAL SHEETS 254**

	PM	Sub Snn/Civil	Arch	Sub Struct	Sub Mech	Sub Plumb	Sub Elect/LV	Sub Landscape	Sub Est	Sub Equip	Hours	Rate	Cost
<b>DRAWINGS</b>	na	46	88	26	15	18	51	10					
Sheets													
CADD Technicians		492	1,558	140	120	60	679	128			3177	\$75.00	\$238,275.00
Total CADD Hrs	-	492	1,558	140	120	60	679	128	0	0	3,177		\$238,275.00
CADD hrs/sheet	-	11	18	5	8	3	13	13	na	na			
<b>DESIGN TASKS</b>													
Lead Arch./Eng'r		65.75	247.75	62.5	10.5	11.75	50.75	9			448	\$145.00	\$64,960.00
Assoc. Arch./Eng'r		133.8	594.6	150	25.2	28.2	121.8	21.6			1076.2	\$140.00	\$150,528.00
Arch./Eng'r		33.45	148.65	37.5	6.3	7.05	30.45	5.4			268.8	\$125.00	\$33,600.00
Consult. Coordination			40								40	\$110.00	\$4,400.00
DRC & Peer Review			40								40	\$146.00	\$5,840.00
Design Review Mtgs			40								40	\$146.00	\$5,840.00
	0	223	1111	250	42	47	203	36	0	0	1,912		\$285,168.00
<b>MISC. TASKS</b>													
Project Management		40	120	24	20	16	40				260	\$146.00	\$37,960.00
Specifications		16	80	8	8	8	8				128	\$135.00	\$17,280.00
Estimating (Sub)									120		120	\$120.00	\$14,400.00
Dedicated Q.C.		40	100	13	15	18	67	4			257	\$140.00	\$36,015.00
Value Engineering			16								16	\$140.00	\$2,240.00
Eng. Calculation											0	\$155.00	\$0.00
Code Analysis			16								16	\$146.00	\$2,336.00
Equipment Cutsheets					8	8	16				32	\$65.00	\$5,280.00
Clerical			40								40	\$65.00	\$2,600.00
Submittal Preparation			16								16	\$110.00	\$1,760.00
LEED											0	\$110.00	\$0.00
	0	96	388	45	51	50	131	4	120	0	685		\$119,871.00
<b>TOTAL</b>	\$0.00	\$81,497.00	\$321,935.00	\$51,689.00	\$22,258.00	\$18,289.00	\$98,082.00	\$15,164.00	\$14,400.00	\$0.00			\$623,314.00

**TOTAL LABOR (\$)** \$623,314.00  
**10% MARKUP ON SUBCONSULTANT TASKS** \$0.00  
**TOTAL** \$623,314.00

	Orig.	Sets	Copies	Rate	Cost	Travel/Reimbursable	Mtgs	Units	Rate	Cost
<b>EXPENSES</b>										
<b>Submittals</b>										
Blueprints	235	12	2,620	\$1.00	\$2,620.00	Labor (hrs)	6	10	\$172.00	\$10,320.00
Specifications	500	12	6,000	\$0.10	\$600.00	Airfare			\$620.00	\$0.00
Cost Estimate	55	4	220	\$0.10	\$22.00	Parking/Transp.			\$0.00	\$0.00
Calculations	1,000	10	10,000	\$0.10	\$1,000.00	Rental Car			\$85.00	\$0.00
DRC Responses	20	1	20	\$0.10	\$2.00	Hotel	3	2	\$94.00	\$564.00
Computer Disks	1	1	1	\$5.00	\$5.00	Meals	6	2	\$16.00	\$192.00
Equipment Cut Sheets	150	2	300	\$0.10	\$30.00	Mileage @ \$0.505 / mile	6	360	\$0.505	\$1,091.00
Equipment List	50	2	100	\$0.10	\$10.00	10% Mark-up				\$0.00
Other			0	\$0.10	\$0.00	<b>Subtotal</b>				\$1,720.00
Shipping			0	\$25.00	\$0.00	<b>Number of Local Visits</b>				\$0.00
<b>Subtotal</b>					\$4,489.00	<b>Total</b>				\$0.00
						<b>Travel/Reimbursable</b>				
						Labor (hrs)			\$172.00	\$0.00
						Airfare			\$620.00	\$0.00
						Parking/Transp.			\$0.00	\$0.00
						Rental Car			\$85.00	\$0.00
						Hotel			\$94.00	\$0.00
						Meals			\$40.00	\$0.00
						Mileage @ \$0.505 / mile			\$0.505	\$0.00
						10% Mark-up			\$1,720.00	\$0.00
						<b>Subtotal</b>				\$0.00
						<b>Number of Out of State Visits</b>				\$0.00
						<b>Total</b>				\$0.00

**TOTAL EXPENSES** \$16,656.00

**TOTAL FEE ( DESIGN DEVELOPMENT ) -** **\$639,970.00**

**PHASE (CONSTRUCTION DOCUMENTS) -** **TOTAL SHEETS 276**

DRAWINGS	PM	Sub		Sub		Sub		Sub		Sub	Sub	Hours	Rate	Cost
		Struct	Arch	Struct	Mech	Plumb	Elec/LV	Landscape	Est					
Sheets	na	46	88	46	15	18	51	12						
CADD Technician	-	264	3,278	454	120	132	740	192				5,180	\$75.00	\$388,500.00
Total CADD Hrs		264	3,278	454	120	132	740	192				5,180		\$388,500.00
CADD hrs/sheet		6	37	10	8	7	15	16	na	na				
<b>DESIGN TASKS</b>														
Lead Arch./Eng'r	-	21.25	405.5	137	24	20.25	63.25	15				686.25	\$145.00	\$99,506.25
Assoc. Arch./Eng'r	-	51	973.2	328.8	57.6	48.6	151.8	36				1647	\$140.00	\$230,580.00
Arch./Eng'r	-	12.75	243.3	82.2	14.4	12.15	37.95	9				411.75	\$125.00	\$51,468.75
Consult. Coordination												0	\$110.00	\$0.00
(2) DRC & (1) Peer Review												0	\$148.00	\$0.00
Design Review Mtgs												0	\$110.00	\$0.00
Color Selection Board												0	\$110.00	\$0.00
<b>MISC. TASKS</b>														
Project Management		24	160	80	20	20	104					408	\$146.00	\$59,568.00
Specification		16	120	8	8	4	24					180	\$135.00	\$24,300.00
Estimating (Sub)												232	\$120.00	\$27,840.00
Dedicated Q.C.	-	46	120	22	29	18	119	12		232		365.5	\$140.00	\$51,170.00
Eng. Calculations	-											0	\$140.00	\$0.00
Code Analysis	-		16									16	\$155.00	\$2,480.00
Critical	-		80	16								96	\$146.00	\$14,016.00
Struct. T & I Program	-			24								24	\$165.00	\$3,960.00
Corrosion T & I Program	-											0	\$65.00	\$0.00
Equipment Cut Sheets	-		40		8	8						56	\$110.00	\$6,160.00
(3) Submittal Preparation	-		48									48	\$110.00	\$5,280.00
Bidding Phase/Addendas	-	32	300	160	40	40	160					732	\$145.00	\$106,140.00
<b>TOTAL</b>		0	118	884	310	105	90	407	12	232	0	2,158		\$300,914.00
<b>TOTAL</b>	\$0.00	\$48,359.00	\$595,008.00	\$155,488.00	\$37,084.00	\$33,819.00	\$148,951.00	\$24,420.00	\$27,840.00	\$0.00				\$1,070,969.00

**TOTAL LABOR (\$)** \$1,070,969.00  
**10% MARKUP ON SUBCONSULTANT TASKS** \$0.00  
**TOTAL** \$1,070,969.00

EXPENSES	Orig.	Sets	Copies	Rate	Cost	Travel/Reimbursable	Mtgs	Units	Rate	Cost
<b>Submittals</b>						<b>Labor (hrs)</b>	8	10	\$172.00	\$1,376.00
Blueprints	278	24	6,672	\$1.00	\$6,672.00	Airfare			\$820.00	\$0.00
Specifications	1,500	15	22,500	\$0.10	\$2,250.00	Parking/Transp.			\$0.00	\$0.00
Origin plots on mylar	0	0	0	\$36.00	\$0.00	Rental Car			\$85.00	\$0.00
Original Plots CSFM	278	3	0	\$36.00	\$0.00	Hotel	4	2	\$94.00	\$752.00
Original Specifications				\$0.10	\$0.00	Meals	8	2	\$16.00	\$256.00
Cost Estimate	55	8	440	\$0.10	\$44.00	Mileage @ \$0.505 / mile	8	360	\$0.505	\$1,454.00
Calculations	1,000	10	10,000	\$0.10	\$1,000.00	10% Mark up			1,720.00	\$0.00
DRC Responses	100	2	200	\$0.10	\$20.00	<b>Subtotal</b>				\$16,222.00
CD/Draws & Specs	1	4	4	\$5.00	\$20.00	<b>Number of Local Visits</b>				
Energy Eff. & Sus. Bld'g				\$0.10	\$0.00	<b>Total</b>				\$0.00
Color Selection Board	1	2	2	\$10.00	\$20.00	<b>Travel/Reimbursable</b>				
Submittal List	25	8	200	\$0.10	\$20.00	<b>Labor (hrs)</b>			\$172.00	\$0.00
Str. T&I Program	1	8	8	\$0.10	\$1.00	Airfare			\$620.00	\$0.00
Corrosion T & I Prog.				\$0.10	\$0.00	Parking/Transp.			\$0.00	\$0.00
Interdisciplinary Dwg'g	266	4	1,064	\$0.10	\$106.00	Rental Car			\$85.00	\$0.00
Equipment Dwg'g	50	1	50	\$1.00	\$50.00	Hotel			\$94.00	\$0.00
Equipment Cut Sheets	250	10	2,500	\$0.10	\$250.00	Meals			\$40.00	\$0.00
Equipment List /Rm x Rm				\$0.10	\$0.00	Mileage @ \$0.505 / mile			\$0.505	\$0.00
CD / Equip. Cut Sheets	1	2	2	\$5.00	\$10.00	10% Mark up			1,720.00	\$0.00
Shipping				\$25.00	\$0.00	<b>Subtotal</b>				\$0.00
<b>Subtotal</b>					\$10,463.00	<b>Number of Out of State Visits</b>				
						<b>Total</b>				\$0.00

**TOTAL EXPENSES** \$26,685.00

**TOTAL FEE ( CONSTRUCTION DOCUMENTS ) -** **\$1,097,654.00**

**PHASE (CONSTRUCTION SUPPORT) -**

TASKS	PM	Sub		Sub		Sub		Sub		Sub		Hours	Rate	Cost
		Gen/Civil	Arch.	Struct	Mech.	Plumb.	Elect/LV	Landscape	Equip	Other				
Project Management		40	210	120	80	48	120	40				658	\$146.00	\$96,068.00
Submittal Review		40	560	120	80	32	80	24				936	\$146.00	\$136,656.00
Field Inquiries (RFI's)		64	800	100	80	32	80	20				1,176	\$130.00	\$152,880.00
Doc Control/Clerical		32	400	64	40	40	40	8				624	\$62.00	\$38,688.00
Substitution Requests		16	80	24	16	16	40	8				200	\$130.00	\$26,000.00
EQ/OP Manuals			80		16	16	24	8				144	\$130.00	\$18,720.00
Struct. T & I Monitor			40	20								60	\$146.00	\$8,760.00
Corrosion T & I Monitor												0	\$146.00	\$0.00
		0	192	2,170	448	312	164	384	108	0	0	3,798		\$477,772.00

<b>TOTAL</b>	\$0.00	\$24,064.00	\$267,860.00	\$58,048.00	\$40,400.00	\$22,480.00	\$50,400.00	\$14,520.00	\$0.00	\$0.00				\$477,772.00
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**TOTAL - LABOR (\$)** \$477,772.00  
**10% MARKUP ON SUBCONSULTANT TASKS** \$0.00

**TOTAL** \$477,772.00

**EXPENSES**

**Field Visits**

Per Trip Cost	Unit	Rate	Cost	Unit	Rate	Cost
Labor (hrs)	10	\$172.00	\$1,720		\$172.00	\$0
Airfare		\$620.00	\$0		\$620.00	\$0
Parking/Transp.		\$0.00	\$0		\$0.00	\$0
Rental Car		\$85.00	\$0		\$85.00	\$0
Hotel	0.7	\$94.00	\$66		\$94.00	\$0
Meals	2	\$16.00	\$32		\$40.00	\$0
Mileage @ \$0.505 / mile	360	\$0.505	\$182		\$0.505	\$0
10% Mark-up			\$0		\$0.00	\$0

Subtotal \$2,000 per visit \$0 per visit 38 Local visits \$75,984.80  
Out of state visits \$0.00

Expense Items	Orig.	Sets	Copies	Rate	Cost
Submittals and Record Dw	200	12	2,400	\$1.50	\$3,600.00
Photo Copies	5,000	1	5,000	\$0.12	\$600.00
Shipping		250		\$25.00	\$6,250.00

Subtotal \$10,450.00 \$10,450.00

**TOTAL EXPENSES** \$86,435.00

**TOTAL FEE ( CONSTRUCTION SUPPORT ) -** \$564,207.00

**County of Monterey Jail Housing Addition  
Lionakis**

**COUNTY OF MONTEREY  
JAIL HOUSING ADDITION  
ARCHITECTURAL/ENGINEERING SERVICES  
ORIGINAL CONTRACT**

**Exhibit C:  
SUBMITTAL CHECKLIST  
TO BE COMPLETED AND INCLUDED WITH SHIPMENT OF SUBMITTAL**

**PRELIMINARY PLANS PHASE - SCHEMATIC DESIGN**

- o 8 Sets of Final Schematic Design Report including Design and Systems Narratives, Operational issues, and reduced plan exhibits.
- o 8 Sets of the Drawings (4 full size and 4 half size sets)
- o 4 Copies of Construction Cost Estimates

The below acknowledges that the above listed documents and drawings are accurate and coordinated to the appropriate level for applicable design phase as of the date submitted,

\_\_\_\_\_  
Consultants Project Manager

**COUNTY OF MONTEREY  
JAIL HOUSING ADDITION  
ARCHITECTURAL/ENGINEERING SERVICES  
ORIGINAL CONTRACT**

**SUBMITTAL CHECKLIST  
TO BE COMPLETED AND INCLUDED WITH SHIPMENT OF SUBMITTAL**

**PRELIMINARY PLANS PHASE - DESIGN DEVELOPMENT**

- o 1 BIM Model(s)
- o 8 Sets of the Drawings (4 full size and 4 half size sets)
- o 8 Sets of Outline Specifications
- o 4 Copies of Construction Cost Estimates
- o 4 Life Cycle Cost Analysis of Major Mechanical and Electrical Systems
- o 2 Sets of Engineering Calculations
- o 4 Copies of equipment, products, and systems cut sheets, organized by specification division and coordinated with schedules on drawings.

The below acknowledges that the above listed documents and drawings are accurate and coordinated to the appropriate level for applicable design phase as of the date submitted,

---

Consultants Project Manager



**COUNTY OF MONTEREY  
JAIL HOUSING ADDITION  
ARCHITECTURAL/ENGINEERING SERVICES  
ORIGINAL CONTRACT**

**SUBMITTAL CHECKLIST  
TO BE COMPLETED AND INCLUDED WITH SHIPMENT OF SUBMITTAL**

**CONSTRUCTION DOCUMENTS PHASE – 75% SUBMITTAL**

- o 1 BIM Model(s)
- o 8 Sets of the Drawings (4 full size and 4 half size sets)
- o 8 Sets of Updated Specifications
- o 4 Copies of updated Construction Cost Estimates
- o 2 Sets of Updated Engineering Calculations (if required)
- o 2 Copies of updated equipment, products, and systems cut sheets, organized by specification division and coordinated with schedules on drawings (if required).
- o 2 Color Boards

The below acknowledges that the above listed documents and drawings are accurate and coordinated to the appropriate level for applicable design phase as of the date submitted,

\_\_\_\_\_  
Consultants Project Manager

**COUNTY OF MONTEREY  
JAIL HOUSING ADDITION  
ARCHITECTURAL/ENGINEERING SERVICES  
ORIGINAL CONTRACT**

**SUBMITTAL CHECKLIST  
TO BE COMPLETED AND INCLUDED WITH SHIPMENT OF SUBMITTAL**

**CONSTRUCTION DOCUMENTS PHASE – 95% SUBMITTAL**

- o 1 BIM Model(s)
- o 8 Sets of the Drawings (4 full size and 4 half size sets)
- o 2 Sets of Drawings for SFM and BSCC review
- o 8 Sets of Specifications
- o 4 Copies of updated Construction Cost Estimates
- o 2 Sets of Engineering Calculations with changes from those submitted at the 100% Design Development phase noted
- o 2 Copies of updated equipment, products, and systems cut sheets, organized by specification division and coordinated with schedules on drawings (if required).
  
- o 2 Final Color Boards for County's use
- o 4 Copies of Structural Testing and Inspection Program
- o 1 Read-only compact containing scanned equipment cut sheets.

The below acknowledges that the above listed documents and drawings are accurate and coordinated to the appropriate level for applicable design phase as of the date submitted,

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Consultants Project Manager

**COUNTY OF MONTEREY  
JAIL HOUSING ADDITION  
ARCHITECTURAL/ENGINEERING SERVICES  
ORIGINAL CONTRACT**

**SUBMITTAL CHECKLIST  
TO BE COMPLETED AND INCLUDED WITH SHIPMENT OF SUBMITTAL**

**CONSTRUCTION DOCUMENTS PHASE – FINAL SUBMITTAL**

- o 1 BIM Model(s)
- o 1 Set of Original Specifications unbound and single-sided with original seals and signature.
- o 4 Copies of Construction Cost Estimates
- o 4 Copies of Final Structural Testing and Inspection Program
- o 1 Set of original plots with original seals and signature.

The below acknowledges that the above listed documents and drawings are accurate and coordinated as of the date submitted,

\_\_\_\_\_  
Consultants Project Manager

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