

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

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
The Paul Davis Partnership, LLP
(hereinafter "CONTRACTOR").

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

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide architectural and engineering services for the design, permitting, and construction of a proposed road maintenance corporation facility located at 8455 Carmel Valley Road in the unincorporated area of Monterey County
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 274,000.
3. **TERM OF AGREEMENT.** The term of this Agreement is from March 11, 2014 to March 11, 2016, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Incorporation of Request for Proposal (RFP) #10446, Addendum No. 1-3 to RFP #10446, and Proposal Documents

5. PERFORMANCE STANDARDS.

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

*Approved by County Board of Supervisors on _____.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

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

7. TERMINATION.

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

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

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

9.0 INSURANCE.

9.01 Evidence of Coverage:

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

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

9.02 Qualifying Insurers:

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

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

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

☐ Modification (Justification attached; subject to approval).

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

☐ Modification (Justification attached; subject to approval).

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

☐ Modification (Justification attached; subject to approval).

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

☐ Modification (Justification attached; subject to approval).

9.04 Other Insurance Requirements.

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

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

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed

operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.
11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

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

FOR COUNTY:	FOR CONTRACTOR:
Dalia Mariscal-Martinez, Management Analyst II	Paul W. Davis, AIA, Principal
Name and Title	Name and Title
County of Monterey, Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901	The Paul Davis Partnership, LLP 286 El Dorado Street, Suite A Monterey, CA 93940
Address	Address
831-755-8966	831-373-2784
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.

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

COUNTY OF MONTEREY

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

The Paul Davis Partnership, LLP

Contractor's Business Name*

By: _____

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

PAUL W. DAVIS PARTNER
Name and Title

Date: _____

By: _____

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

Paul E Davis Partner
Name and Title

Date: _____

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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

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

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

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

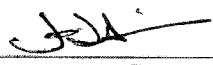
COUNTY OF MONTEREY

By: 
Purchasing Officer
Date: 3/19/14


By: _____
Department Head (if applicable)
Date: _____

By: _____
Board of Supervisors (if applicable)
Date: _____

Approved as to Form¹

By: 
County Counsel
Date: 2/4/14

Approved as to Fiscal Provisions²

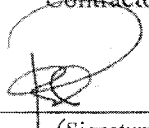
By: 
Auditor/Controller
Date: 2/3/14

Approved as to Liability Provisions³


By: _____
Risk Management
Date: _____

CONTRACTOR

The Paul Davis Partnership, LLP

Contractor's Business Name*
By: 
(Signature of Chair, President, or Vice-President)*

PAUL W. DAVIS PARTNER
Name and Title
Date: 2/18/14

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Name and Title
Date: 2/3/14

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.

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EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

EXHIBIT A SCOPE OF SERVICES AND PAYMENT PROVISIONS The Paul Davis Partnership, LLP

Carmel Valley Road Corporation Yard Project (RFP No. 10446)

PD. / PD. 2/13/14 / 2/2/14
Contractor's Initials Date

This EXHIBIT A shall be incorporated by reference as part of the Agreement dated January 14, 2014, governing work to be performed under the above referenced Agreement, the nature of the working relationship between the County of Monterey Resource Management Agency ("COUNTY") and The Paul Davis Partnership, LLP ("CONTRACTOR"), and specific obligations of the CONTRACTOR.

Under the direction, coordination, and scheduling of COUNTY, CONTRACTOR shall provide a variety of tasks related to the preliminary design, environmental clearance and land use permits, bid, and construction of a road maintenance corporation facility on a portion of property leased from the Monterey County Regional Fire Protection District located at 8455 Carmel Valley Road (APN 169-061-014).

SCOPE OF SERVICES

The services to be provided are described in the following Tasks 1 through 7. The Scope of Work will be implemented on a Task-by-Task basis. CONTRACTOR shall initiate activity on each individual Task only upon written authorization by COUNTY for said Task. COUNTY retains the right and discretion to implement any or all of this work by task or in phases as the COUNTY may determine, and to terminate this Agreement for any subsequent phase of the contract and to instead bid and award that task or phase to another.

TASK 1. PROJECT START UP/PRELIMINARY SITE DESIGN

- 1.1 CONTRACTOR shall review and document the existing site and gain an understanding of the program elements of the completed project.
- 1.2 Required deliverables by COUNTY:
 - CAD files of available site topography and site utility plan.
 - Copies of site and building surveys, title report, other reports and programming information prepared by the County for this project.
- 1.3 Initial project kick-off meeting: CONTRACTOR shall conduct an introductory meeting to introduce the CONTRACTOR to the representatives of COUNTY's Public Works and Planning Department staff. The scope of work and project schedule shall be presented and discussed and a more detailed discussion of project programming will follow. CONTRACTOR shall prepare an overall project schedule and a meeting agenda and distribute them prior to the meeting. CONTRACTOR shall distribute a project contacts list, minutes and task lists after the meeting to all on the approved distribution list.
- 1.4 CONTRACTOR shall prepare a topographic map of the existing conditions of the site, adjacent properties, and Carmel Valley Road right-of-way. CONTRACTOR shall cause to be prepared a Phase 1 ESA Report, Archaeological Report and Arborist's Report.
- 1.5 CONTRACTOR shall prepare conceptual site design studies to illustrate how the project elements can be accommodated on the project site. A minimum of two meetings will be

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

required with the CONTRACTOR and the civil engineer and it is requested that the Planning Department be represented for input.

- 1.6 CONTRACTOR's environmental subconsultant shall begin to collect information and assess the environmental conditions of the site and surrounding area.
- 1.7 CONTRACTOR shall review conceptual site studies and respond with site plan sketches/recommendations for common areas, walks, trash enclosure, signage for site character.

TASK 2. SCHEMATIC DESIGN

- 2.1 Based on an approved conceptual site plan, CONTRACTOR shall prepare schematic design documents to illustrate the design of the project and establish the scope of the plan and its functional relationships. CONTRACTOR shall develop and document specific requirements for the project, covering items including, but not limited to: design objectives, limitations, and criteria; space requirements; spatial relationships; special equipment and systems; finishes; site requirements; planning approvals process and project schedule. At this time, the Planning Department will determine the applicable approval process and will provide the CONTRACTOR a checklist of required documents.
- 2.2 A minimum of three meetings will be held during this phase with COUNTY staff to discuss proposed site and building improvements, CEQA environmental issues/strategy and review the programming and design process.
- 2.3 Schematic Design tasks shall include, but not be limited to:
 - Preliminary design schemes with floor and site plans and exterior elevations for the facility based on the building program.
 - Preparation of preliminary Estimate of Probable Costs.
 - Preparation of the CEQA Environmental Assessment. It is assumed that the required CEQA documentation will be an Initial Study/Mitigated negative Declaration (IS/MND).
 - Prepare a Geotechnical Investigation.
 - Assist COUNTY staff to prepare the planning applications.
- 2.4 Revisions
 - Based on feedback from meetings, CONTRACTOR shall prepare final schematic design/planning documents and plans.
 - Once the final design documents and plans are complete, CONTRACTOR shall prepare an estimate of probable construction costs and overall project schedule.
- 2.5 Architect
 - Provide overall project management and coordination, prepare agendas for and conduct meetings and develop meeting minutes and task lists, coordinate the tasks of the CONTRACTOR's design team and deliver all required document and reports.
 - Create and manage FTP site for document storage available for review and copy by project participants.
 - Develop a code analysis and preliminary site accessibility plan and meet with the County Building Official for review.
 - Prepare schematic design site and floor plans, exterior elevations and exterior finishes and color schemes.
 - Coordinate the preparation of a Preliminary Estimate of Probable Costs.
 - Prepare final plans and documents, including overall project schedule, for review and approval by County.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Provide a Construction Management Plan if requested by the Planning Department with the assistance of Public Works Department staff.
- Coordinate the preparation of the planning application and submittal documents.

2.6 Civil Engineer

- Prepare a CAD base plan incorporating the topographic survey, proposed sitework, and the proposed building footprint.
- Coordinate with Architect and Landscape Architect to establish site grading and drainage design, and prepare a Preliminary Site Grading and Drainage Plan. Estimate earthwork volumes based on the Site Grading and Drainage Plan, and report the volumes on the Grading and Drainage Plan.
- Prepare a Preliminary Site Utility Plan identifying site water and sewer system improvements. Other utilities design by the mechanical and electrical engineer will be shown for coordination and utility conflict identification purposes. Determine scope of work for the revisions to the existing septic tank and fields and develop fee for design and drawings.
- Prepare a Preliminary Details sheet. Details will be sufficient to describe elements of work for Owner's review, CEQA process, and preliminary cost estimating.
- Prepare a Preliminary Storm Water Management Plan identifying proposed drainage patterns and proposed post-construction stormwater controls. Prepare a Preliminary Temporary Water Pollution Control Plan (Erosion and Sediment Control Plan). Plan will be to a level of detail suitable for project planning submittals.

2.7 Landscape Architect

- Coordinate site grading and surface drainage for hardscape and planting areas with Civil Engineer.
- Prepare schematic landscape site plan for use in County Use Permit submittal. Prepare materials and finishes submittal of site furnishings, sign, exterior courtyard, and trash enclosure for review. Submit for COUNTY review of materials and finishes.
- Prepare two photo simulations.

2.8 Environmental Subconsultant

- Coordinate with COUNTY as needed to determine the level of environmental review required for the project and the technical studies and documents that will be required for the approval process. It is assumed that the required CEQA documentation will be an Initial Study/Mitigated Negative Declaration (IS/MND).
- CONTRACTOR shall develop a Draft Project Description defining all aspects of the project including, but not limited to, project background, location, goals and objectives, planning and engineering details, limits of construction, affected properties and phasing (if any), construction schedule and equipment, graphics to illustrate the project plans, and anticipated permitting actions. CONTRACTOR shall submit to COUNTY electronically a Draft Project Description County for review and comment. Based on comments received, Environmental Subconsultant shall finalize the Project Description for inclusion in the IS/MND.
- Prepare an Administrative Draft IS/MND; Prepare a Screencheck Draft and Public Draft IS/MND; Prepare Responses to Comments and Final IS/MND; Prepare a Mitigation Monitoring and Reporting Plan (MMRP).

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

2.9 Geotechnical Engineer

- Prepare a Geotechnical Investigation and Report which includes code-required information for the design of the building and pavement subgrade and building/structure foundations.

TASK 3. PLANNING APPROVALS

- 3.1 Once the planning application is submitted, CONTRACTOR shall assist COUNTY staff to manage the approvals process, provide additional and/or revised documents, and attend public and departments meetings until the project is approved.
- 3.2 CONTRACTOR shall attend a minimum of four COUNTY staff/department meetings, one Land Use Advisory Committee meeting and two public hearings.
- 3.3 Architect
 - Provide overall project management and coordination and attend meetings with staff and public hearings (including presenting the project before the LUAC and ZA or Planning Commission).
 - Provide revisions to the submittal documents as requested by COUNTY.
 - Provide ridge pole staking according to the Planning Department's requirements.
 - The ultimate result of this phase cannot be defined and CONTRACTOR has done its best to anticipate what will be necessary for a typical approval process. Additional services may be required for additional meetings and graphics based upon public comments.
- 3.4 Environmental Subconsultant
 - Project Management/Meetings: Attend a minimum of two County staff/department meetings, one Carmel Valley Land Use Advisory Committee (LUAC) meeting, and one public hearing.
 - Assist the project team in all elements of application completeness and requests for additional information by COUNTY. This task shall include preparing the Notice of Determination within five business days of project approval and document adoption. Provide assistance as required to prepare CEQA Findings, Resolution, and Staff Reports.
 - Permitting Assistance: In the event any state or federal regulatory permits are required by USACOE, RWQCB, CDFW, or USFWS, CONTRACTOR shall assist COUNTY to define the permit, permit requirements and supporting studies, and outline a strategy plan for obtaining said permits. CONTRACTOR shall provide draft and final memoranda describing the requested information in coordination with the project team and COUNTY.
- 3.5 Civil Engineer: Provide revisions to the submittal documents as directed by COUNTY.
- 3.6 Landscape Architect: Provide revisions to the submittal documents as directed by COUNTY.

TASK 4. CONSTRUCTION DOCUMENTS & BUILDING PERMIT

- 4.1. CONTRACTOR shall prepare Construction Documents which set forth in detail the requirements for construction of all aspects of the project for the receipt of a building permit and construction bids.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

4.2. Construction Documents Process

- Upon direction by COUNTY, CONTRACTOR shall conduct a phase kick-off meeting to review the scope and discuss schedule, project goals and deliverables.
- CONTRACTOR shall meet with COUNTY to establish work tasks and identify information required to complete the construction documents.
- CONTRACTOR shall prepare construction documents based on the approved Design Phase package, including written specifications that establish in detail the quality levels of materials and systems required for the project.
- CONTRACTOR shall meet with COUNTY a minimum of two times to review the progress of construction documents.
- Upon review and completion of any changes directed by COUNTY, CONTRACTOR shall move forward to the permitting and bidding work.
- Plan Check/Building Permit: CONTRACTOR shall assist COUNTY to prepare building and grading permit applications and will work with the Building Services Department and other applicable agencies to obtain all permits required for construction based on the requirements of appropriate codes, regulations and the conditions of approval.

4.3. Architect

- Provide overall project management and coordination, prepare agendas for and conduct meetings and develop meeting minutes and task lists, coordinate the tasks of the CONTRACTOR and deliver all required document and reports.
- Conduct design review meetings with COUNTY to illustrate how the CDs reflect the previously-approved design and program elements, including finishes, lighting, mechanical/electrical systems, telecom system and other information.
- Finalize the exterior site plan development plans.
- Complete final plans and documents, including the overall project schedule, for review and approval by COUNTY. Incorporate applicable Conditions of Approval and other requirements received from the planning submittal.
- Prepare a final Estimate of Probable Costs.
- Coordinate the plan review process and permitting of the project through the required jurisdictions.
- Utilizing COUNTY's standard bid format, prepare the Project Manual/Bid Documents.

4.4. Structural Engineer

- Finalize plans and calculations based on the Design Development package for construction bids and submittal for permit. Specific activities shall include but not be limited to:
 - MODULAR OFFICE BUILDING – provide tie-down or perimeter foundation details for modular building delivered to site. (The structural engineering, permitting and construction of the structure shall be the responsibility of the manufacturer.)
 - PREFABRICATED METAL BUILDING – provide foundation and slab design and bunker walls. Coordinate with the steel building manufacturer's design for the structure. (The steel manufacturer will be required to provide structural drawings and calculations for the building.)
 - ABOVE-GROUND FUEL DISTRIBUTION FACILITY AND AUTOMATED VEHICLE WASH – provide foundation design only.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Edit or mark up Specifications provided by the Architect
 - Coordinate and review final plans with CONTRACTOR.
- 4.5. Mechanical Engineer
- Assist COUNTY to prepare submit and process applications for gas utility service.
 - Complete plans and specifications for submittal to the Building Department, including, but not limited to, calculations for energy conformance, HVAC, hot water and plumbing, specifications as well as:
 - MODULAR OFFICE BUILDING
 - Design sizing of water service for domestic hot water, cold water and hot water recirculation piping within the building, to a point five feet outside the building
 - Design sizing of sanitary waste line and vent piping to a point five feet outside the building
 - Design sizing of natural gas loads for PG&E meter
 - Select and specify domestic water heater
 - METAL GARAGE BUILDING
 - No HVAC work is anticipated for this building assuming:
 - No vehicle repairs will be performed in this building
 - Building will be naturally ventilated using a combination of ridge vents and open doors
 - Design domestic cold water piping from a point five feet outside the building to hose bibs within the garage
 - Select and specify sand/oil interceptor, and design trench drain system and piping between trench drain and interceptor
 - ABOVE-GROUND FUEL DISTRIBUTION FACILITY
 - Assist in preparing specification and design for turn-key, above-ground fuel storage tank and vehicle fueling system
 - AUTOMATED VEHICLE WASH RACK
 - Design natural gas piping from point of connection downstream of PG&E meter to domestic water boiler
 - Design domestic cold water piping from five feet outside of building to point of connection to wash system and domestic water boiler
 - Design sanitary waste piping from five feet outside of building to point of connection to wash system
 - Select and specify sand/oil interceptor, and design trench drain system and piping between trench drain and interceptor
 - Design interconnecting hot water, cold water, compressed air and water reclamation piping between components of wash system
 - Provide final coordination with CONTRACTOR.
- 4.6. Electrical Engineer
- Assist COUNTY to prepare, submit, and process applications for telephone and electrical utility service.
 - Finalize Load Calculations and Single Line Diagram
 - Finalize Electrical Distribution
 - Power and Lighting circuiting
 - Finalize provisions for Data System (conduits, cables and outlets with coordination by COUNTY).

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Finalize provisions for CATV System (conduits, cables and outlets with coordination by COUNTY).
 - Finalize provisions for Telephone System (conduits, cables and outlets with coordination by COUNTY).
 - Finalize provisions for Security System (conduits and boxes with coordination by COUNTY)
 - Finalize Fire Alarm System Design (Deferred Approval)
 - Title 24 Lighting Calculations (site and building)
 - Finalize Electrical Specifications
 - Provide final coordination with CONTRACTOR.
- 4.7. Civil Engineer
- Assist COUNTY to prepare submit, and process application for water utility service.
 - Update CAD base plan to incorporate revised sitework and building layouts received from project architect and landscape architect. Incorporate applicable Conditions of Approval and other requirements received from the planning submittal.
 - Develop the Site Grading and Drainage Plan with details to a level of detail suitable for Building and Grading Permit submittals, bidding, and construction.
 - Finalize Storm Water Management Plan, incorporating changes made in the Grading and Drainage Plan, for Building Permit and Grading Permit submittals. Develop storm drainage calculations and details as required for Building Permit and Grading Permit submittals.
 - Estimate earthwork volumes based on the final Site Grading and Drainage Plan.
 - Complete paving and Septic System design.
 - Finalize the Temporary Water Pollution Control Plan (Erosion and Sediment Control Plan) to a level of detail suitable for Building Permit and Grading Permit submittals.
 - Develop Civil Specifications for items of work within Civil scope
- 4.8. Landscape Architect
- Incorporate applicable Conditions of Approval and other requirements received from the planning submittal.
 - Coordinate site grading and surface drainage for hardscape and planting areas with Civil Engineer.
 - Prepare construction documents
 - Landscape Construction Plan and Details
 - Irrigation plan
 - Planting plan
 - Irrigation and Planting details
 - Complete construction documents including specifications and submit to Architect for County Building Department permit.
 - Prepare Water Use Calculations for permit submittal.
- 4.9. Geotechnical Engineer
- Review the site grading/drainage and foundation plans and issue a Plan Review Letter to the Client.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

TASK 5. BIDDING ASSISTANCE

- 5.1. CONTRACTOR shall provide interpretive services and handle procedures and documentation during bidding.
- 5.2. Bidding Process
 - CONTRACTOR shall assist the County during bidding by holding a pre-bid meeting, answer bidder's questions and issue addenda as necessary.
 - CONTRACTOR to attend the bid opening and to assist the County in reviewing the bids submitted and to determine the lowest responsible bidder.

TASK 6. DESIGN SERVICES DURING CONSTRUCTION

- 6.1. The CONTRACTOR Partnership's responsibility to provide Basic Services for the Construction Administration Phase begins with the issuance of a contract between the County and a Contractor and terminates at the issuance to the Owner of the Certificate of Occupancy. The anticipated length of construction is estimated to be 16 months.
- 6.2. The CONTRACTOR will be a representative of, advise, and consult with the County during construction.
- 6.3. CONTRACTOR shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contracts' work and to verify that the work is proceeding in general accordance with the Contract Documents. (Detailed construction inspection and/or exhaustive or continuous project review and observation services shall be provided by others.) CONTRACTOR does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. CONTRACTOR shall attend construction meetings/site visits on a weekly basis during the first 4-5 weeks and bi-weekly after that and provide written field observation reports for all site visits.
- 6.4. CONTRACTOR shall provide written answers to contractor's RFI's within three days after receipt.
- 6.5. CONTRACTOR shall review the construction contractor's submittals for design compliance. Required submittals shall be forwarded to CONTRACTOR by COUNTY's construction manager for review, with copy to COUNTY. CONTRACTOR shall review submittals pertaining to items such as shop drawings, product data, samples, and other data for the limited purpose of checking for general conformance with the design concept and the information expressed in the Contract Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the construction contractor. CONTRACTOR's review shall be conducted within seven days calendar days of receipt.
- 6.6. CONTRACTOR shall provide clarification of the documents, respond to inquiries by COUNTY and the construction contractor, document any revisions, and prepare Architect's Supplemental Instructions and Change Orders.
- 6.7. CONTRACTOR shall review the construction contractor's payment applications prior to approval if so directed by COUNTY.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

TASK 7. PROJECT CLOSEOUT

- 7.1. CONTRACTOR shall assist COUNTY during the construction contract completion process.
- 7.2. CONTRACTOR shall assist COUNTY's construction manager to prepare a substantial completion punch list for final project completion. Under the direction and coordination of COUNTY's construction manager, CONTRACTOR shall participate in a final punch list jobsite review.
- 7.3. CONTRACTOR shall review and approve the final change order log prior to release of retained payments to the contractor.
- 7.4. Under the coordination of COUNTY's construction manager, CONTRACTOR shall participate in a final meeting with the construction contractor to provide turnover of the facility, warranty information, maintenance manuals and provide instruction on the building systems, etc.
- 7.5. CONTRACTOR shall prepare copies of the approved record documents, submittals, specifications and record drawings for delivery to COUNTY.

SCOPE OF WORK EXCLUSIONS AND ASSUMPTIONS

- Special Inspection required by the California Building Code and inspections/tests required by the Geotechnical Engineer during construction.
- Fire protection sprinkler system design, if required.
- Structural design of the Manufactured Modular Building, the Manufactured Steel Building structural frame and the manufactured components of the Fuel Distribution Facility and Vehicle Wash Rack.
- Septic System design – once the site design is established and impacts on the existing system are determined, a fee will be developed to design the revisions to the existing system.
- Underground utilities locating.
- Hazardous material clean up and/or evaluation.
- USGBC LEED documentation/certification.
- Qualified SWPPP Developer (QSD) services, which includes SWPPP preparation
- Qualified SWPPP Practitioner (QSP) services, which includes site stormwater monitoring.
- Construction Staking.
- Plans for disposal of excess soil material off site.
- Offsite improvement plans.
- As-Built topographic site plan preparation.
- It is assumed the modular building will be a 'Plug and Play' unit with completed electrical/lighting, HVAC and plumbing systems.

PAYMENT FOR SERVICES

Payment to CONTRACTOR for the services provided under this Agreement shall be made on an hourly time-and-material basis in accordance with the rate schedule and estimated project budget provided herein. Reimbursable expenses, including *subcontractors and subconsultants*, printing and computer plots, delivery services, computer supplies/disks, mileage, etc., will be paid at their reasonable actual cost (NO MARK-UP). Mileage cost shall not exceed COUNTY-approved

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

mileage rates in effect at the time. Appropriate documents shall be provided with all requests for reimbursement. The Total Fee amount paid under this Agreement *shall not exceed* \$274,000.

Hourly Billing Rates, The Paul Davis Partnership:

<u>Classification</u>	<u>Rate</u>
Principal	\$185/hour
Project Manager	\$125 to \$135/hour
Architectural Technician	\$95/hour to \$105/hour

Estimated Project Budget by Task:

Task 1 Project Start Up/Preliminary Site Design	\$ 29,550
Task 2 Schematic Design	101,450
Task 3 Planning Approvals	15,600
Task 4 Construction Documents/Building Permit	77,300
Task 5 Bidding Assistance	6,300
Task 6 Design Services during Construction	41,550
Task 7 Project Close-out	<u>2,250</u>
<i>Total Cost Not to Exceed</i>	<i>\$274,000</i>

**EXHIBIT B – INCORPORATION OF RFP #10446,
ADDENDUM NO. 1-3 TO RFP #10446, AND PROPOSAL DOCUMENTS**

The County invited submittals to Request for Proposal (RFP) through RFP #10446, Consulting Architectural and Engineering Services to Provide Preliminary and Final Design, Environmental Review, and Permitting for the Planned Carmel Valley Road Corporation Yard Project. The Paul Davis Partnership, LLP submitted a responsive and responsible proposal to perform the services listed in RFP #10446.

RFP #10446 and the Proposal submitted by The Paul Davis Partnership, LLP are hereby incorporated into the Agreement by this reference.

Client#: 468

PAULDAVIS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/04/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Attn: KXC Oakland, CA 94604-2675 510 465-3090	CONTACT NAME: Naomi Barrett	
	PHONE (A/C, No, Ext): 510 465-3090	FAX (A/C, No): 510 452-2193
INSURED The Paul Davis Partnership 286 Eldorado Street, Suite A Monterey, CA 93940	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Co	NAIC #: 25674
	INSURER B: U.S. Specialty Insurance Compan	29599
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input type="checkbox"/> Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		6803111L16A	08/12/2013	08/12/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		BA5151L348	08/12/2013	08/12/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB6899Y194	08/12/2013	08/12/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			USS1324380	10/28/2013	10/28/2014	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

RE: Carmel Valley Road Corporation Yard (RFP # 10446)

GENERAL LIABILITY ADDITIONAL INSURED: The County of Monterey, its officers, agents and employees

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

County of Monterey Contracts/Purchasing Dept. 168 West Alisal St., 3rd Fl. Salinas, CA 93901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Naomi M. Barrett</i>

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DESCRIPTIONS (Continued from Page 1)

Insurance is primary and non-contributory, per policy wording.

NON-OWNED AND HIRED AUTOMOBILE LIABILITY ADDITIONAL INSURED: The County of Monterey, its officers, agents and employees

NON-OWNED AND HIRED AUTOMOBILE LIABILITY WAIVER OF SUBROGATION IN FAVOR OF: The County of Monterey, its officers, agents and employees

POLICY NUMBER: 6803111L16A

COMMERICAL GENERAL LIABILITY
ISSUE DATE: 08/12/2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

County of Monterey
Contracts/Purchasing Dept.
168 West Alisal St., 3rd Fl.
Salinas, CA 93901

PROJECT/LOCATION OF COVERED OPERATIONS:

The County of Monterey, its officers, agents and employees; Insurance is primary and non-contributory, per policy wording.

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
 - e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.
- B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**
- However, if you specifically agree in a "contract or agreement requiring insurance" that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERICAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

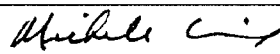
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 08/12/2013	
Named Insured The Paul Davis Partnership	Countersigned by  (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

The County of Monterey, its officers, agents and employees; Insurance is primary and non-contributory, per policy wording.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph 5. **Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.