Attachment I

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MYA 3000 #1863

File ID A 15-283 No. 64

Monterey County

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

Board Order

Agreement Nos.: A-12866 through A-12872

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

a. Approve Professional Services Agreements (PSA*s*) between the County of Monterey and the following contractors: APSICM-Sixth Dimension, LLC (A-12866); Ausonio Incorporated (A-12867); Kitchell/CEM, Inc.(A-12868); and Harris & Associates, Inc.(A-12869) to provide On-Call Construction Management Services (CMS) for Various General Projects located within Monterey County, California (Request for Qualifications (RFQ) #10476), in a total amount not to exceed $5 Million for each Agreement, for a period of three (3) years with the option to extend each Agreement for two (2) additional one- (1) year period(s);
b. Approve PSA*s* between the County of Monterey and the following contractors: APSICM-Sixth Dimension, LLC (A-12870); Kitchell/CEM, Inc.(A-12871); and Vanir Construction Management, Inc.(A-12872) to provide On-Call CMS for Various Correctional Facility Projects located within Monterey County, California (RFQ #10477), in a total amount not to exceed $5 Million for each Agreement, for a period of three (3) years with the option to extend each Agreement for two (2) additional one- (1) year period(s); and
c. Authorize the Contracts/Purchasing Officer to execute the PSA*s* and future amendments that do not significantly alter the scope of work or change the approved amount of the Agreements.

PASSED AND ADOPTED on this 28tht day of July 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, 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 78 for the meeting on July 28, 2015.

Dated: July 29, 2015
File ID: A 15-283

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

By Denise Hancock
Deputy

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:

APSICM - SIXTHDIMENSION, LLC.,

(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:

   TO PROVIDE "ON-CALL" CONSTRUCTION MANAGEMENT SERVICES FOR VARIOUS GENERAL PROJECTS LOCATED IN MONTEREY COUNTY, CALIFORNIA.

2. **TERM OF AGREEMENT.** The term of this Agreement is from **~~4/10/2015~~ 07/21/15** to **~~4/10/2018~~ 07/21/18**, unless sooner terminated pursuant to the terms of this Agreement. The County has the option to extend the Agreement for two (2) additional one (1) year periods. If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate or terms or conditions in writing.

   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.

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

   Exhibit A **Scope of Services**
   Exhibit B **Payment Provisions**
   Exhibit C **Incorporation of Request for Qualifications (RFQ) #10476, Addenda 1-4, and Statement of Qualifications Documents**

   The following documents are on file with the Office of Contracts/Purchasing:
   RFQ 10476 plus Addenda 1-4
   CONTRACTOR's Qualifications Package dated October 1, 2014

4. **PAYMENTS BY COUNTY.**

   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 (**Exhibit B**) attached hereto. The total aggregate amount payable to the CONTRACTOR under this AGREEMENT shall not exceed the sum of $5,000,000.

   4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum

Contractor's Initials 6/12/15 Date

amount of dollars to be spent under this AGREEMENT.

4.3 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.

4.4 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.

4.5 Tax:

4.5.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

4.5.2 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. PERFORMANCE STANDARDS.

5.1 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.

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

5.3 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.

6.1 CONTRACTOR shall reference RFQ #10476 on all invoices submitted to County to the attention of the Contract Administrator. 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.

6.2 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).

6.3 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

6.4 In addition to any information and documentation otherwise required, invoices shall contain information and documentation satisfactory to County and Grantor (if project is grant funded) to facilitate expeditious reimbursement to County by Grantor for project expenses, and for Grantor project auditing purposes. County may require from time to time that supporting documentation or more detailed information be submitted in such format as may be required by applicable Federal or State granting agencies.

7. TERMINATION.

7.1 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.

7.2 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.

8.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "construction management 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.

8.2 <u>Indemnification for Construction Management Professional Services Claims:</u>
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 construction management 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.

8.3 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 construction management 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. INSURANCE.

9.1 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.

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

9.3 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).

9.4 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.

10.1 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.

10.2 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.

10.3 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. 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.

10.4 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.

10.5 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.

11.1 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.

11.2 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.

11.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all agreements with subcontractors to perform work under the contract.

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. PREVAILING WAGE.

14.1 Contractor/General Requirements

CONTRACTOR shall comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for any "public works" (as that term is defined in the statues) performed on the project funded by this AGREEMENT. For purpose of compliance with prevailing wage law, the CONTRACTOR shall comply with provisions applicable to an awarding body. Compliance with state prevailing wage law includes without limitation: payment of at least prevailing wage as applicable; overtime and working hour requirements;

apprenticeship obligations; payroll recordkeeping requirements; and other obligations as required by law.

14.2 Flow Down Requirements
Contractor shall ensure that all agreements with its subcontractors to perform work pursuant to this AGREEMENT contain the following provisions:

14.2.1 Contractor shall comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720; and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for all construction, alteration, demolition, installation, repair or maintenance work over $1,000 performed under the contract. Contractor's obligations under prevailing wage laws include without limitation: pay at least the applicable prevailing wage for public works activities performed on the project; comply with overtime and working hour requirements; comply with apprenticeship obligations; comply with payroll recordkeeping requirements; and comply with other obligations as required by law.

14.2.2 CONTRACTOR shall ensure that the above requirements are included in all its contracts and any layer of subcontracts for activities performed pursuant to this AGREEMENT.

14.2.3 Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: http://www.dir.ca.gov/oprl/DPreWageDetermination.htm

15. TRAVEL REIMBURSEMENT

15.1 If travel expenses are to be reimbursed, they must be approved in writing in advance.

15.2 If County approves travel, lodging and meal reimbursement, CONTRACTOR shall receive compensation for travel expenses as per the "Monterey County Travel and Business Expense Reimbursement Policy". A copy of the policy is available online at: http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf . To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

16. 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:**
County of Monterey – Public Works	APSICM-SixthDimension, LLC.
Name and Title Don Searle – Architectural Services Manager	Name and Title Jay Losak
167 West Alisal St., 2nd Floor Salinas, CA. 93901	2880 Zanker Rd, Suite 203 San Jose, CA. 95134
Address	Address
(831)755-5061	(408)954-7315
Phone	Phone

17. MISCELLANEOUS PROVISIONS.

17.1 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.

17.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

17.3 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.

17.4 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.

17.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

17.6 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.

17.7 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.

17.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

17.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

17.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

17.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

17.12 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.

17.13 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.

17.14 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.

17.15 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.

17.16 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.

17.17 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: _____
Contracts/Purchasing Officer

Date: 8/18/15

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form[1]

By: Cynthia L Olasson
Deputy County Counsel

Date: 6-19-15

Approved as to Fiscal Provisions[2]

By: _____
Auditor/Controller

Date: 6/22/15

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

APSICM – SixthDimension, LLC.
Contractor's Business Name*

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

JAY LOSAK CHAIRMAN
Name and Title

Date: 2/19/2015

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

Mani Gubamanian, Secretary
Name and Title

Date: 2/20/2015

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.

[1]Approval by County Counsel is required for all Professional Service Agreements over $100,000
[2]Approval by Auditor/Controller is required for all Professional Service Agreements
[3]Approval by Risk Management is required only if changes are made in paragraph 8 or 9

EXHIBIT A – SCOPE OF SERVICES

(As listed within RFQ #10476)

The scope of work shall include, but not limited to, the following range of Construction Management (CM) services including services of sub-consultants, typically required for architectural projects in the public sector. Basic services shall cover all phases of design development through the Project Close-Out Phase. Tasks required for each individual project may vary and may include but are not limited to any of the following:

6.1 Basic Services:

6.1.1 Design Development Phase:

6.1.1.1 CONTRACTOR shall review Design Professional's construction documents and specifications to determine whether they are consistent with the Project Program (including the gross and assignable floor areas), the Construction Budget, the Project Schedule, and design constructability.

6.1.1.2 CONTRACTOR shall confirm the Drawings and Specifications are consistent with the County's General Conditions for the Project.

6.1.1.3 CONTRACTOR shall check for coordination of the documents in terms of consistency and conformity between all disciplines.

6.1.1.4 CONTRACTOR shall back-check the resubmittal of documents to ensure that all corrections have been incorporated into the 100% construction documents and specifications.

6.1.1.5 If requested by County, CONTRACTOR shall meet with the assigned Design Professional to reconcile discrepancies between the CONTRACTOR's Estimated Project Construction Costs and the Design Professionals estimates. If necessary the CONTRACTOR will conduct value engineering exercises to bring costs into budget.

6.1.1.6 CONTRACTOR shall participate and advise County during LEED Coordination and Implementation process and confirm that drawings and specifications are consistent with LEED goals.

6.1.2 Design Development Phase deliverables:

6.1.2.1 CONTRACTOR shall develop a recommendation list of cost items that the Contractors should include in their cost breakdowns.

6.1.2.2 CONTRACTOR shall use the Construction Specification Institute format, and submit this list to County for inclusion in the Construction Documents.

6.1.2.3 CONTRACTOR shall prepare a Preliminary Master Construction Project Schedule for inclusion in the contract documents.

6.1.2.4 If required by County, CONTRACTOR shall schedule and conduct constructability reviews during the development of the design documents.

6.1.2.5 If required by County, CONTRACTOR shall prepare and submit to County, independent written Estimated Project Construction Costs based on the design documents and on the 100% back-checked documents.

6.1.3 Bidding Phase:

6.1.3.1 CONTRACTOR shall review plans, technical specifications, project schedule, project budget, and other pertinent documents provided by COUNTY to become familiar with all aspects of the project.

6.1.3.2 CONTRACTOR shall assist COUNTY and Architect in developing construction bid packages including prequalification criteria, and preparation of prequalification documents, as requested by COUNTY.

6.1.3.3 CONTRACTOR shall conduct a pre-bid conference with a site visit in accordance with COUNTY Contracts/Purchasing procedures.

6.1.3.4 CONTRACTOR shall coordinate a response to questions during question/answer period, and develop addenda as necessary for issuance by COUNTY.

6.1.3.5 CONTRACTOR shall attend bid opening.

6.1.3.6 CONTRACTOR shall perform bid analysis that includes checking for responsiveness to qualification requirements.

6.1.3.7 In the event that bids exceed budget, CONTRACTOR shall review and recommend strategy for rebidding project.

6.1.3.8 CONTRACTOR shall assist COUNTY in preparing a contract for the successful bidder and reviewing contract required documents from successful bidder

6.1.3.9 CONTRACTOR shall attend meetings when scheduled with project team including Architect and Project Manager.

6.1.4 Bidding Phase Deliverables:

6.1.4.1 CONTRACTOR shall prepare bid package in accordance with COUNTY procedures.

6.1.4.2 CONTRACTOR shall prepare and distribute meeting minutes and Addenda (as necessary) from pre-bid conference site visit and during Questions/Answer Period.

6.1.4.3 CONTRACTOR shall provide written report to COUNTY regarding recommendation for award of bids, and bid tabulation.

6.1.4.4 CONTRACTOR shall prepare and distribute meeting minutes of all meetings.

6.2 Construction Phase:

6.2.1 Project Budget and Schedule:

6.2.1.1 CONTRACTOR shall prepare and maintain a master construction project budget and schedule in a format acceptable to the COUNTY.

6.2.2 Construction Coordination:

6.2.2.1 CONTRACTOR shall conduct weekly meetings with Contractor, COUNTY and Architect to assure timely review and response to questions and resolution of field conflicts or incorporation of design changes, review project progress, schedule and budget, review special inspections, building department inspections and others

6.2.2.2 CONTRACTOR shall document all field conflicts and help resolve these issues by coordinating with Architect and other regulatory agencies.

6.2.2.3 CONTRACTOR shall prepare or review proposed and/or final contract change orders and make recommendations to the Project Manager regarding approval.

6.2.2.4 CONTRACTOR shall assist COUNTY and Architect in evaluating Contractors' Proposed and/or Change Order Requests, and make written recommendations regarding such requests.

6.2.2.5 CONTRACTOR shall assist in negotiations with Contractors as requested by COUNTY.

6.2.2.6 CONTRACTOR shall monitor Contractors's labor compliance.

6.2.2.7 CONTRACTOR shall review Contractors's safety program.

6.2.2.8 CONTRACTOR shall Coordinate Owner Furnished/Contractor Installed (OFCI) furniture, fixtures, and equipment (FF&E).

6.2.3 Inspections:

6.2.3.1 CONTRACTOR shall provide daily on-site inspection of the project to assure compliance with bid documents. This work includes pre-construction photos and site documentation as well as progress photos, daily inspection reports identifying type and number of crews and equipment. Daily records shall also identify conflicts, actions approved, and resolution of minor conflicts.

6.2.3.2 CONTRACTOR shall witness specialty testing and inspection.

6.2.3.3 CONTRACTOR shall co-ordinate all inspections with COUNTY Building Inspector(s) to prevent over-lap of tasks and ensure proper coverage of construction.

6.2.4 Review of Submittals/Shop Drawings:

6.2.4.1 CONTRACTOR shall record and distribute submittals and coordinate responses with Architect and Project Manager and resolve conflicting comments.

6.2.4.2 CONTRACTOR shall coordinate submittal reviews with Architect when appropriate.

6.2.4.3 CONTRACTOR shall also be required to coordinate all Contract Documents interpretations, Shop Drawings, Product Data and Samples through the Architect. In cases of conflict of opinion between Architect and CONTRACTOR regarding interpretation of Contract Documents, Shop Drawings, Product Data and Samples, the CONTRACTOR shall advise COUNTY and receive written direction from COUNTY prior to taking final action as COUNTY's Representative.

6.2.4.4 CONTRACTOR shall assist Architect, as requested by COUNTY, in obtaining back-up documentation, shop drawings, and materials submittals from Contractors.

6.2.5 Contract Compliance:

6.2.5.1 CONTRACTOR shall monitor Contractor's Insurance and Bonds to assure total coverage at all times.

6.2.5.2 CONTRACTOR shall keep a log of all Liens and Stop Notices and resolve any outstanding ones prior to acceptance of work.

6.2.6 Correspondence:

6.2.6.1 CONTRACTOR shall log all Contractor Requests For Information (RFI's) and other correspondence.

6.2.6.2 CONTRACTOR shall review issues with Consultants and other professionals, COUNTY, and other regulatory agencies to provide timely, complete, correct, and cost-effective responses to Contractor questions.

6.2.6.3 CONTRACTOR shall review Invoices and Pay Estimates, review with Contractor and Architect and forward to COUNTY. Payments shall be based on percentage of work progress minus any retainage.

6.2.7 Meetings:

6.2.7.1 Attend weekly meetings with project team including Architect and COUNTY as requested.

6.2.8 LEED Facilitation and Assistance:

6.2.8.1 CONTRACTOR shall assist the COUNTY and Architect with the LEED certification process and monitor the contractor's activities in the field to promote compliance with the LEED process.

6.2.8.2 CONTRACTOR shall assist the LEED commissioning agent by facilitating his work and coordinating it with ongoing project close out activities.

6.2.9 Records Documents:

6.2.9.1 CONTRACTOR shall receive Architect's Record Documents, evaluate their completeness and recommend to COUNTY in writing whether to accept or reject said documents.

6.2.10 Independent Reviews:

6.2.10.1 CONTRACTOR shall participate, and conduct, if requested by COUNTY, all independent reviews required by the Architect Agreement.

6.2.11 Construction Phase Deliverables:

6.2.11.1 Provide and Maintain Project Construction Budget and Schedule, updated for weekly meetings.

6.2.11.2 Provide and maintain logs including but not limited to:

a) Submitted RFI's
b) Proposed & Final Change Orders
c) Procurement and/or Shop Drawing Submittal reviews and processing
d) Request for quotations to evaluate proposed change orders
e) Correction Notices
f) Stop work Notices
g) Any other documents as required by COUNTY including photos and correspondence

6.2.11.3 Prepare daily records, inspection logs, monthly statements and invoices.

6.2.11.4 Prepare and distribute meeting minutes of all weekly meetings with project team.

6.3 Project Acceptance & Close Out Phase:

6.3.1 CONTRACTOR shall schedule and conduct punch list walkthroughs and shall prepare and distribute punch list to all parties, including Project Manager and Architect.

6.3.2 CONTRACTOR shall assure that punch list work is completed.

6.3.3 CONTRACTOR shall collect and distribute all required O&M manuals.

6.3.4 CONTRACTOR shall review and accept warranties.

6.3.5 CONTRACTOR shall schedule and ensure that all pre-testing, commissioning, keying and key boxes, and training of equipment and building systems are completed prior to final acceptance.

6.3.6 CONTRACTOR shall review as-built drawings to assure they reflect as-built conditions.

6.3.7 CONTRACTOR shall coordinate final meeting with COUNTY, Architect and Contractor to provide turnover of facility, warranty information, maintenance manuals and instructions on building systems.

6.3.8 CONTRACTOR shall provide recommendation on issuance of Final Notice of Completion.

6.4 Project Close-Out Phase Deliverables:

6.4.1 CONTRACTOR shall prepare and distribute meeting minutes to project team.

6.4.2 CONTRACTOR shall collect and distribute all project documents including punch-lists, O& M manuals, as-built drawings and warranty information.

6.4.3 CONTRACTOR shall prepare a final construction project report using COUNTY specified format.

6.5 CONTRACTOR Additional Services:

6.5.1 CONTRACTOR shall provide Additional Services only when and as authorized in a written Amendment executed by COUNTY. No Additional Services shall be compensable unless so authorized.

6.6 COUNTY Responsibilities:

6.6.1 Administration:

6.6.1.1 COUNTY shall designate, in writing, a COUNTY Project Manager who shall act on behalf of COUNTY with respect to each project which is assigned to CONTRACTOR. CONTRACTOR shall accept directives only from the COUNTY Project Manager and not from other COUNTY employees. COUNTY may replace the COUNTY Project Manager at its sole option; if this replacement is made, COUNTY shall notify CONTRACTOR in writing.

6.6.2 Provision of Information, Surveys, and Reports:

6.6.2.1 COUNTY shall furnish copies of Drawings, Specifications, and other Project-related documents deemed necessary by COUNTY and CONTRACTOR for the performance of CONTRACTOR's services for the Project.

6.6.2.2 COUNTY shall furnish information to CONTRACTOR for purposes of updating the Project Schedule as dates and durations applicable to the Project such as funding deadlines, review periods, anticipated periods of Project suspension, and construction deadlines.

6.6.2.3 COUNTY shall have the right to make reasonable changes to its Bidding Documents and CONTRACTOR shall be bound by such changes. When such changes increase the duties of CONTRACTOR, beyond those reasonably and customarily provided as described in the Scope of Work 6.1 through 6.4. CONTRACTOR shall be compensated in accordance with the fee schedule in the Agreement.

6.7 Specific requirements include but are not limited to the following:

6.7.1 CONTRACTOR Services will be provided on an on-call basis. The process will consist of the County contacting the CONTRACTOR(S) and requesting services related to an individual project. CONTRACTOR(S) will then prepare a detailed scope and cost.

6.7.2 The County has implemented a Job Order Contract (JOC) construction delivery method. Not all construction projects will use the JOC program. For those projects that elect to use the JOC program, CONTRACTOR(S) must become familiar with the quality and workmanship required by the applicable Construction Task Catalogs (CTC) and coordinate and adjust specifications and details produced by the JOC contractor if architectural documents have not been produced.

6.7.3 CONTRACTOR will advocate for the County and ensure the project produced is in the best interest of the County. CONTRACTOR is expected to deliver services on or ahead of the required schedule and within budget.

6.7.4 All work shall be done in conformance with all applicable County, State and Federal laws, County Design Manuals, County Standard Plans, all Caltrans manuals, policies, State Standard Plans and Specifications, Manual of Uniform Control Devices, California Building Code, (Fire, Electrical), Board of State and Community Corrections, Americans with Disabilities Act (ADA), California Green Building Standards Code (Part 11, Title 24, California Code of Regulations); and as revised and amended by County ordinance.

EXHIBIT B – PAYMENT PROVISIONS

(As Provided within Proposal for RFQ #10476)

The undersigned, having read and understood all RFQ information, hereby submits hourly rates. It is understood that the basic design of each particular type of facility can be duplicated as the situation permits. It is also understood that the Fee Schedule will be used by the County as a criteria to select the firm(s) for possible interviews by the selection Committee.

Position/Title	Hourly Rate (Indicate changes per year if any)	
(Indicate Below)	2014/2015	2015/2016
Principal / Project Executive	No Charge	No Charge
Task Order Manager	$185.00	$190.50
Senior Project Construction Manager	$170.00	$175.00
Project Construction Manager	$150.00	$154.50
Certified Access Specialist	$175.00	$180.00
Document Control Specialist	$85.00	$87.50
SWPPP Inspector	$85.00	$87.50
Scheduler	$145.00	$150.00
Cost Estimator	$145.00	$150.00
Constructability / Design Reviewer	$150.00	$155.00
Reimbursable Items to be Billed (please list)	**Estimated Cost Bills (Markup not to exceed 10%)**	
	Total Cost (if applicable at the time of RFQ)	% of Markup Calculated
MILEAGE per current IRS rate		N/A
ADD SERVICE - REPRODUCTION PRINTING:		N/A
8.5 x11 blk/wht per page	$0.11 (20#)	N/A
11 x 17 blk/wht per page	$0.22 (20#)	N/A
8.5 x11 color per page	$0.50 (32#)	N/A
11 x 17 color per page	$1.00 (32#)	N/A
12 x 18 per sheet	$0.50 bw /	N/A
15 x 21 per sheet	$0.75 bw	N/A
17 x 22 per sheet	$0.75 bw	N/A
24 x 36 per sheet	$1.50 bw	N/A
30 x 42 per sheet	$2.25 bw	N/A
Outside Reproduction as invoiced by Printing Firm	At Cost	N/A
ADD SERVICE - MEDIA:		N/A
24"X 36" Foam Core	$27.00 - $33.00	N/A
30" x 42" Foam Core	$40.50 – $49.50	N/A
CD	N/A	N/A
DVD	N/A	N/A
POSTAGE/FREIGHT/DELIVERY SERVICE:	At Cost	N/A

Jay Losak, PE, CCM, LEED AP, Senior Vice President

October 1, 2014

APSICM – SixthDimension

EXHIBIT C – INCORPORATION OF RFQ #10476, ADDENDA #1-4, AND STATEMENT OF QUALIFICATION DOCUMENTS

The County invited submittals to Request for Qualification (RFQ) through RFQ #10476, "On-Call" Construction Management Services for Various General Projects Located in Monterey County, California. APSICM – SixthDimension, LLC. submitted a responsive and responsible proposal to perform the services listed in RFQ #10476.

RFQ #10476, Addenda 1-4, and the Statement of Qualifications submitted by APSICM – SixthDimension, LLC. are hereby incorporated into the Agreement by this reference.

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