

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No. A-12175

Authorize the Purchasing Manager for Natividad)
Medical Center (NMC) to execute an Agreement)
with Hibser Yamauchi Architects for 2nd and 3rd)
Floor Building 400 Tenant Improvement per)
RFQ #9600-18 at Natividad Medical Center -)
Medical Office Building in an amount not to)
exceed \$486,599 for the period January 10, 2012)
to January 1, 2014.....)

Upon motion of Supervisor Parker, seconded by Supervisor Salinas, and carried by those members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute an Agreement with Hibser Yamauchi Architects for 2nd and 3rd Floor Building 400 Tenant Improvement per RFQ #9600-18 at Natividad Medical Center - Medical Office Building in an amount not to exceed \$486,599 for the period January 10, 2012 to January 1, 2014.

PASSED AND ADOPTED on this 24th day of January, 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Salinas, Potter and Parker

NOES: None

ABSENT: Supervisor Calcagno

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 76 for the meeting on January 24, 2012.

Dated: January 24, 2012

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

By

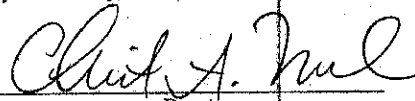

Deputy

Exhibit 1
Natividad Medical Center's request to proceed with Architectural and Engineering services 2nd and 3rd Floor Building 400 Tenant Improvement per RFQ #9600-18

Background/ Current Situation

In 1999 Natividad Medical Center opened its newly constructed building. The new facility includes two Inpatient buildings, an Outpatient Building and Administrative building and a Medical Office Building. The Family Practice clinic on the first floor of building 200 has out grown their existing space. Currently the third floor of the Medical Office Building (MOB) is partially shelled (7,500 SqFt) and developed for Hartenell as a training center. Due to enrollment decline Hartenell decided to vacate the (10,500 SqFt) space. Natividad Medical Center has offered to develop the total 18,000 SqFt of the third floor for the new Health Department Residency and Family Practice clinic, and 6,000 SqFt on the second floor of residency staff and doctor offices.

During Fiscal Year 2011, Natividad Medical Center's Board of Trustees approved the hospital's capital budget for third floor Building 400 Tenant Improvements. The funding was to include architectural and engineering services, and renovations. This allowed NMC to move forward with the initial schematic design and solicitation of an architect.

The Qualifications and Proposals for architectural and engineering services for the tenant improvements of this facility were received on July 22, 2011, from twelve architectural firms. After review of the qualifications, four respondents were deemed to meet minimum qualifications and were invited to a facility to be interviewed by NMC Selection Committee in October 5, 2011. On October 10, 2011 Hibser Yamauchi Architects received the highest ranking from NMC Selection Committee and, in conformance with State laws regarding qualification-based selection, the scope and fee schedule was agreed upon in the amount of \$\$486,599. The design timeline is to commence in December of 2011 and is scheduled to be completed in June 30 2013.

After Hibser Yamauchi Architect's agreement has been approved by the Monterey County's approval process, Hibser Yamauchi Architect's will proceed with developing schematic, and development design with the collaboration between staff from Natividad Medical Center and Monterey County Health Department. The design will then be approved by the project team for Hibser Yamauchi to proceed with developing Construction Documents and submit to the Monterey County Planning Department to obtain a building permit.

At that time NMC will follow the Monterey County's approval process to get authorization to proceed with solicitation of a contractor. NMC will then follow the outlined steps in the public improvement process to properly select a contractor in conformance with State laws regarding construction contractor selection. When the lowest responsible bidder has been selected, NMC will return once more to the Monterey County's approval process to get authorization to develop a contract with the lowest responsible bidder.

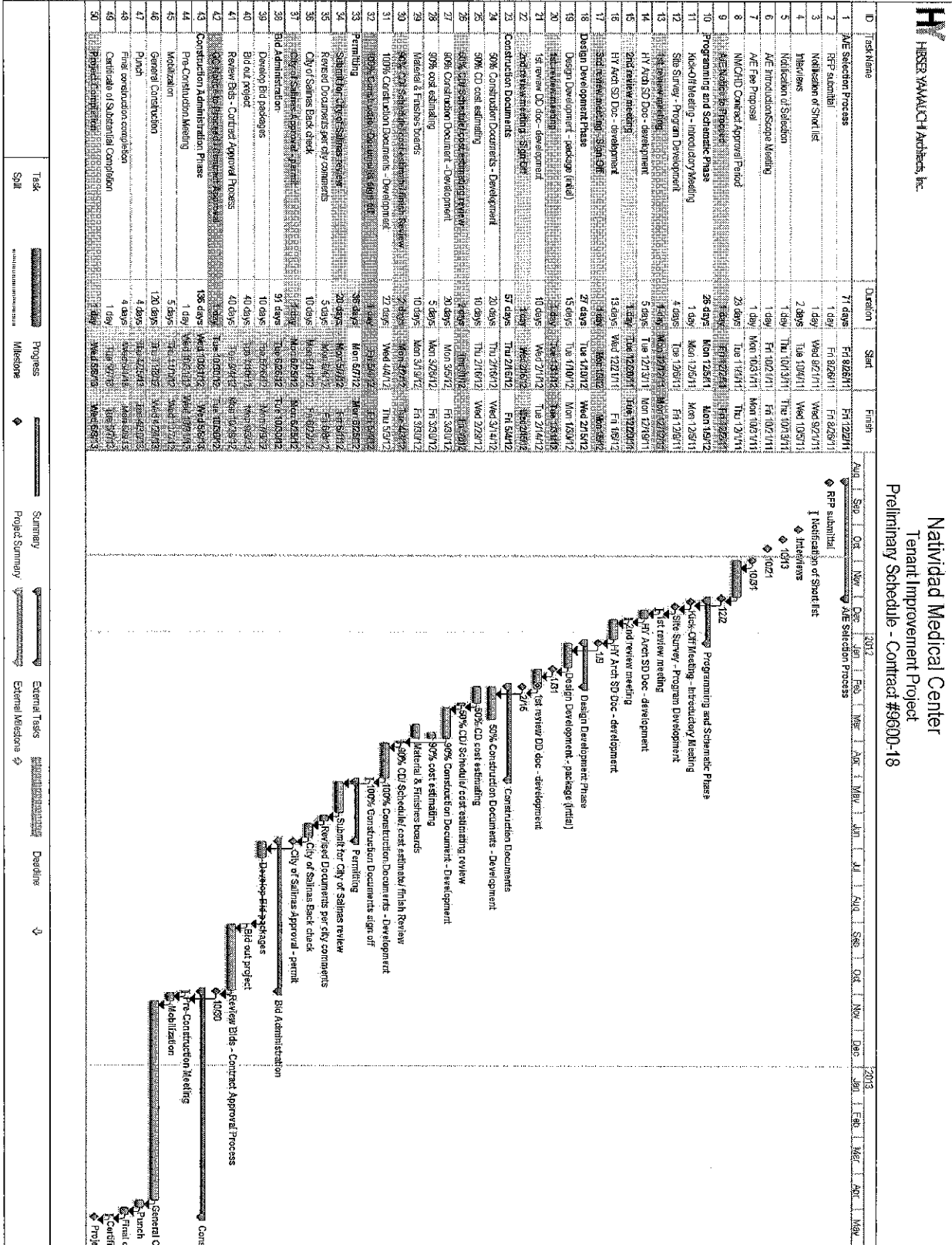
Authorizing NMC to proceed with design at this time will assist in developing the comprehensive cost of the project and produce the formal design and specifications to proceed to construction.

Key Milestones:

- Board of Supervisors to approve to initiate contract for \$486,599 for A/E services (January 2012)
- Obtain a Building Permit by the Appropriate Agency's that have jurisdiction. (July 2012)
- County to approve NMC to go out to bid for construction (Aug 2012)
- Solicit to the public to acquire a contractor for construction (Aug 2012)
- County to approve contract with awarded bidder (Oct 2012)
- Coordinate with NMC Department and contractor on scheduling
- Start Construction (Nov 2012)
- Construction Completion (May 2013)

Project Schedule:

See Attached Gantt Chart



Budget:

Natividad Medical Center capital budget for Design and Construction is \$3.6M and is approved in the Fiscal Year 2012 Capital Budget. This action will not require any additional Monterey County General Fund subsidy.

Funding:

There will be no impact to the General Fund for this project.



Natividad MEDICAL CENTER

CONTRACTS/PURCHASING
1441 CONSTITUTION BLVD
SALINAS, CA 93906
(831) 755-4223

AGREEMENT PER #9600-18

For

**ARCHITECTURAL AND
ENGINEERING SERVICES**

For

**Tenant Improvement Project for Natividad Medical Center, 3rd Floor, Building 400,
Located at 1441 Constitution Blvd, Salinas, CA 93908**

Between

Hibser Yamauchi Architects

And

Natividad Medical Center

1. AGREEMENT

This AGREEMENT is made and entered into by and between the COUNTY of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Hibser Yamauchi Architects hereinafter referred to as "CONSULTANT."

2. RECITALS

A. WHEREAS, the COUNTY has invited Qualifications Packages through the Request for Qualifications Packages (RFQ #9600-18) for **ARCHITECTURAL AND ENGINEERING SERVICES for Tenant Improvement Project for Natividad Medical Center, 3rd Floor, Building 400, Located at 1441 Constitution Blvd, Salinas, CA 93908** in accordance with the specifications set forth in this AGREEMENT; and

B. WHEREAS, CONSULTANT has submitted a responsive and responsible Qualifications Package to perform such services; and

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

NOW THEREFORE, the COUNTY and CONSULTANT, for the consideration hereinafter named, agree as follows:

3. PERFORMANCE OF THE AGREEMENT

After consideration and evaluation of the CONSULTANT'S Qualifications Package, the COUNTY hereby engages the CONSULTANT to provide the services set forth in RFQ # 9600-18 and in this AGREEMENT on the terms and conditions contained herein and in RFQ # 9600-18. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFQ # 9600-18 dated July 22, 2011

Addendum #1

CONSULTANT'S Qualifications Package dated August 26, 2011 including all attachments and exhibits, to RFQ # 9600-18.

AGREEMENT

Certificate of Insurance

Additional Insured Endorsements

All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, General

Requirements and General Provisions, CONSULTANT'S Qualifications Package (with all attachments and exhibits), RFQ #9600-18, Addendum, Contract Security and Bonds, Certificate of Insurance, and Additional Insured Endorsements.

4. SCOPE OF SERVICE

A. General Description

The scope of work consists of but is not limited to, the delivery of the plans, documents, and specifications for Architecture, Mechanical Engineering, Electrical Engineering, Structural Engineering, Security, Fire Sprinkler, and Telecomm/Data. The scope of work also consists of construction administration services.

County will provide to the selected CONSULTANT AutoCAD format (.dwg) drawing files of the following: floor plans and reflected ceiling plans. It is the expectation that these drawings will serve as the background sheets for the development of the design development drawings and consequently the construction drawings.

Existing Air Conditioning Unit is a 60 Ton ceiling return for the building that will remain in place. The extensive piping and duct work will be restructured. It is the expectation that full coordination of design philosophies and implementation strategies will occur before the start of the design process for all new and/or renovated utility lines or any other services lines that run overhead.

Architect will coordinate with Gallun and Snow Associates for the interior design and Natividad Medical Center's interior finishes.

B. Project Development, Methodology & Schedule

CONSULTANT is to provide a project development schedule for the completion of this scope in Gantt format. All phases are to be identified as major headings with their appropriate subtasks (programming/schematic, design development, construction documents, bid administration and construction contract award, construction management, and close-out). The following review schedule is to be included as sub-tasks within their appropriate heading:

I. Programming/Schematic

3 review sessions/check sets (which will produce necessary revisions)

Milestone for final programming/schematic drawings, preliminary construction budget, and preliminary constructions schedule

II. Design Development

2 review sessions/check sets (which will produce necessary revisions)

Milestone for final Design Development drawings, updated construction budget, and updated construction schedule

III. Construction Documents

2 review sessions/check sets (which will produce necessary revisions)

Milestone for final Design Development drawings, updated construction budget, and updated construction schedule

C. Programming and Schematic Phase (1 month)

Introductory Meeting: The CONSULTANT shall conduct an introductory meeting, introducing all staff and consultants and their scopes of work and responsibility to County. Prior to the introductory meeting the CONSULTANT shall deliver a preliminary "overall project schedule" and "construction budget" to County for review and approval. The CONSULTANT shall introduce their lead project manager and project team at their introductory meeting and distribute a contact sheet listing all team members with phone numbers and email addresses.

Information Sharing: The CONSULTANT shall accept all documents, reports, drawings, as-built, and surveys provided to them by the County and shall distribute them to their sub contractors, contractors, consultants, employees, agents and owner(s).

Telecommunications & Data: The CONSULTANT shall provide all necessary design drawings for telecommunications, data and security. Drawings shall include not only plans, but elevations to show correct and coordinated placement of all fixtures, racks, receptacles, bus trays, etc. Preliminary drawings and information provided by the County's Information Technology (IT) Department are to be used as background sheets to establish the final drawings to be produced. Coordination meetings with the County's IT Department will direct the final layout and necessary information needed per drawing sheet to satisfy all County IT requirements.

Document Exchange: The CONSULTANT shall convert all Programming & Schematic drawings into their working format and deliver to the County for review and approval.

Cooperative Work Sessions: The CONSULTANT will conduct at a minimum three (3) formal programming work sessions with County HD & NMC directors, representatives and staff, to review their scope requirements for all items except Architectural Programming and provide confirmation that they understand the project and have received and reviewed all of the provided documentation, reports, Architectural Programming & Schematic Drawings and have visited the site

Surveys: The CONSULTANT, in coordination with its subcontractors, shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the project. The surveys and legal information shall include, as applicable: grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, including inverts. All the information on the survey shall be referenced to a Project benchmark.

Programming & Schematic Design Documents: The CONSULTANT will provide Programming & Schematic Design Documents which will illustrate and describe the design of the project, establishing the scope, relationships, forms, size and appearance of the project by

means of plans, sections and elevations, including typical construction details and equipment layouts.

Outline of Division Specifications: The CONSULTANT shall provide an Outline of Division Specifications which identifies major building systems and construction materials.

Existing Engineering & Performance Details: The CONSULTANT will provide detailed engineering and performance information of the existing building infrastructure, structures and services.

Progress Meetings: The CONSULTANT will attend at a minimum three (3) meetings with County representatives to review the drawings and make recommendations before moving to the subsequent Construction Document Phase. The CONSULTANT will conduct these formal design review work-sessions and will prepare a check list of the program and project information to show that what has been developed is commensurate with the design development phase and program requirements. The CONSULTANT will develop an agenda, conduct the meeting, document the results, and will facilitate the work-sessions with County involvement

Hard Deliverables for the Programming & Schematic Phase:

1. Two (2) set of full size reproducible schematic design documents
2. One disk with all design documents in .dwg and/or .pdf format
3. Two (2) set of 18 x 24 size schematic design documents
4. Five (5) copies of the preliminary construction estimate
5. Five (5) copies of the specification outline with building system(s) notations
6. Five (5) copies of the project schedule
7. Five (5) copies of the detailed engineering and performance information of the existing building infrastructure, structures and services.
8. Five (5) copies of Survey documents

Wrap up of Programming & Schematic Phase: County and CONSULTANT will mutually agree upon the preliminary construction budget and overall project schedule at the completion of the Programming/Schematic Design phase before advancing to the Design Development Phase.

D. Design Development Phase (1.0 months)

Design Development Documents: The CONSULTANT will provide Design Development (DD) documents based on the approved Architectural Programming & Schematic Design Documents. The DD documents shall meet the following requirements:

- The DD documents shall illustrate and describe the refinement of the design of the Project; establishing the scope, relationships, forms, size and appearance of the project by means of plans, sections and elevations, typical construction details and equipment layouts.
- The DD documents shall be supported by CONSULTANT'S findings and engineering efforts, drawings, data, calculations, not by preliminary conjecture or theory.

- The DD documents shall include detailed architectural interior tenant improvement plans showing all interior and exterior walls, entrances, windows and exits from all sides of the structure. The interior layout should contain elevations consistent with those plans.
- The DD documents shall include details such as but not limited to street location, signage, fire protection, lighting, Tel-Com rooms (Main Distribution Frame/MDF) security control room, building elevations, parking lot layout, and the total number of parking spaces.
- The DD documents shall provide preliminary structural details and show how they will integrate with the existing interior structure.

Routine Scheduled Meetings: The CONSULTANT shall meet with the County on an agreed upon schedule, bi-weekly or more frequently if required, to review the design progress of the job.

Presentations by CONSULTANT: The CONSULTANT shall prepare a Microsoft Power Point presentation for County on the project's program and intent. CONSULTANT shall provide additional presentations if requested by County. All presentations shall be at a level of understanding for the Health Department, County of Monterey Board of Supervisors, and any other advisory board or agency that may need to be involved in this project's development. Other visual aids are encouraged provided the formats for such aids have been pre-approved by County.

Materials Board: The CONSULTANT shall provide a preliminary materials board on all finishes to be used. The CONSULTANT will provide alternative materials and construction methods that have a bearing on the project budget.

Project Schedule: The CONSULTANT will provide an updated project schedule based on the refinement of the design of the Project. Any deviations from previously accepted schedule to be clearly identified.

Hard Deliverables for the DD Phase:

- Two (2) set of full size reproducible design development documents
- One disk with all design documents in dwg and pdf format
- Two (2) set of 18 x 24 size design development documents
- Five (5) copies of the updated construction estimate
- Five (5) copies of the updated project schedule
- Five (5) copies of the specifications
- Five (5) copies of preliminary material selections
- One PowerPoint Presentation
- Presentation Rendering(s) as required

Wrap up of DD Phase: The CONSULTANT and County shall meet at least twice before moving to the subsequent Construction Document Phase where documents and drawings shall be thoroughly reviewed. The CONSULTANT will conduct these formal design review work-sessions and will prepare a check list of the program and project information to show that what has been developed is commensurate with the design development phase and program requirements. The CONSULTANT will develop an agenda, conduct the meeting, document the results, and will facilitate the work-sessions with DPW & NMC involvement.

E. Construction Documents (CD) Phase (3 months)

Routine Scheduled Meetings: The CONSULTANT will meet with the County on bi-weekly basis as needed and attend any meetings required by NMC to complete the development of the final CD Set.

Revised Project Schedule: The CONSULTANT will provide an updated project schedule (in Microsoft Project format) based on the refinement of the design of the Project. Any deviations from previously accepted schedule are to be clearly identified.

Cost Estimate: The CONSULTANT will provide an updated construction estimate from an outside (subcontracted) Construction Estimating company, incorporating all divisions of work based on the information and direction provided by the County. This shall be submitted to County before completing the CD Set and specifications.

Final Materials & Finishes: The CONSULTANT will finalize all materials and finishes and present to County for final approval. The final approved materials board is to be accompanied with a final finish schedule along with three (3) samples each of every material and finish dated and labeled as to their manufacturing specifications.

Check Set: The CONSULTANT is required to provide the County with a "Check Set" showing and designating all alterations and changes from the preliminary CD Set before considering the set as completed.

Permitting: CONSULTANT must submit timely responses back to any permitting agency as necessary to expedite the issuance of the building permit. The CONSULTANT may need to submit plans and specifications to the City of Salinas Fire Department to obtain life safety clearance for the Tenant Improvement, Fire Sprinkler and Fire Alarm permits, and should also respond as required in a timely manner to those agencies on behalf and with consent of the County.

Bid Alternates: Prior to final issuance of plans and specifications, the CONSULTANT shall prepare Bid Alternates; both deductive and additive, and shall include a Unit Pricing Schedule to be included the County's Bid Form.

Design Review: The CONSULTANT will conduct at least two (2) formal design review work-sessions and will prepare a check list of the program and project information to show that what has been developed is commensurate with the program requirements. The CONSULTANT will develop an agenda, conduct the meeting, document the results, and will facilitate the work-sessions with County involvement.

The CONSULTANT shall provide coordination and commentary in the review of the County's Bid Package, Bid Administration and Contract Administration scopes of work. The CONSULTANT may be required to participate in the County Bid and Contract Administration phases.

The CONSULTANT will prepare and execute a Final Microsoft Power Point presentation to the County NMC.

Project Manual: The CONSULTANT and County will collaborate to compile the Project Manual (Construction Specifications & General Conditions & Special Conditions). The Project Manual includes: the General and Special Conditions of the Contract for Construction; Specifications; and the Bidding Documents, which consists of the Notice to Contractors, Information for Bidders, Bid Form, Bid Bond Form and other legal documents as may be required by the COUNTY.

Construction Document Set: The CONSULTANT will provide full and complete Construction Documents as detailed in Section 5.3 herein based on the approved Design Development documents. The final approved documents are to be stamped and permit ready.

Additional Meetings: The CONSULTANT may need to participate in a series of meetings as directed by County. This may include any Public Hearings, Planning and Building inquiries from the County of Monterey Board of Supervisor Meeting. The CONSULTANT will prepare complete sets of plans and specifications, or presentation materials for such meetings as required.

Hard Deliverables for the CD Phase

- Two (2) complete set of full size, reproducible, Construction Document Set
- Two (2) set of half size 18 x 24 Construction Document Set
- Five (5) sets of Specifications
- One disk with all design documents in .dwg and .pdf format which includes all required revisions from the permitting process
- Five (5) copies of the subcontracted consultant construction estimate
- Five (5) copies of a construction schedule
- Five (5) copies of material selections and finishes
- One PowerPoint Presentation
- Presentation Rendering(s) as required
- Required number of sets for permitting agencies per their direction

F. Plans required to be stamped, permit ready, and delivered to the County of Monterey in the Construction Document Set:

The following is a minimum list of plans required to be stamped and permit ready and delivered to the County of Monterey in the final approved Construction Document Set. These plans can either be issued separately or combined with similar engineering drawings in the "E" size drawing format. (The drawing size may change per County direction.) In addition, all final drawings after permit changes are to be provided on a disk in AutoCAD dwg and pdf format.

The County will utilize all documents for review, approval, permitting, bid solicitation and construction management and future asset management.

See Exhibits of this request for deliverables from the County. All information contained within

these exhibits is proprietary to the County of Monterey and cannot be used for any purpose other than responding to this specific request.

G. Architectural Drawings

- Interior Demolition Plan
- Existing Floor Plan
- Dimensioned Floor Plan
- Finish Floor Plan
- Door & Window Schedules
- Existing Exterior Elevations
- New Interior Elevations
- Interior Building Sections
- Wall Sections
- Demolition of Existing Acoustical Ceiling Grid
- New Reflective Ceiling Plan
- Accessibility Details – Restroom/Signage/Rails
- Steel Framing Details
- Interior Details
- Door & Window Details
- Enlarged Rest Room Plans & Elevations
- Casework Elevations

H. Structural Drawings

- General Notes & Details – Concrete Notes & Details
- Steel Notes & Details
- Wall Sections
- Framing Details
- Elevation – Framing Details

I. Mechanical Drawings – (may require multiple drawing sheets)

- Mechanical – Legend, Schedule & Notes
- Mechanical - Title 24 - HVAC Calculations
- Mechanical - Plan
- Mechanical – Control Systems, Details

J. Plumbing Drawings – (may require multiple drawing sheets)

- Plumbing Schedules / Notes / Legend
- Plumbing – Demolition Plan
- Plumbing – Site & Floor Plan Water, and Sewer
- Plumbing – Fire Sprinkler Plan

K. Electrical Drawings – (may require multiple drawing sheets)

- Electrical – Legend, Schedule & Notes
- Electrical – Indoor Title 24 & Load Calculations
- Electrical – Exterior Power & Indoor Main Distribution Panel Plan
- Electrical - Single Line Diagram

- Electrical – Demolition Power Plan
- Electrical – Demolition Lighting Plan
- Electrical – New Power Plan
- Electrical – New Lighting Plan
- Electrical – New Low Voltage & Security Plan & Details
- Electrical – New Fire Alarm Plan
- Electrical – New Tel – Com – Main Distribution Frame (Rooms)
- Electrical – Details

L. Specification Manual: The CONSULTANT will produce technical division specifications that identify all major materials, systems, and establish, in general, their quality level. A preliminary selection of major building systems and construction materials is to be in writing. General Conditions covering all bidding and contract requirements will be produced by the County as a separate manual from the technical specifications required from the CONSULTANT to fully execute the requirements of the project.

M. Design & Engineering Construction Document Set Submittal: The CONSULTANT will be required to complete the entire design and engineering construction document set and submit to County within seven (7) months from the *Notice to Proceed* date. Once submitted, the CONSULTANT will meet with the County on an agreed upon schedule (bi-weekly or more as required) to review the progress of the job. The CONSULTANT will have complete access to the facility and all existing information and copies of documents relating to the existing structure. It is the expectation that the CONSULTANT will become familiar with the building, its infrastructure, and its major working components such as: plumbing, mechanical, electrical and structural installations. The CONSULTANT will not rely upon the County to make available, nor instruct, and/or provide engineering and performance information of the existing building infrastructure, structures and services.

N. Bid Administration & Construction Contract Award (3.0 months)

The CONSULTANT will assist County during the Bid and Contract award phases, assisting with the Pre-Bidders Meeting(s), answering Requests for Information and inquiries, issuing Clarifications, attending the Bid Opening with its consultants and co-coordinating with the County to evaluate all bids, provide analysis and review of the bids and how they compare to the construction industry's current bidding climate.

Hard Deliverables

- Ten (10) full sized, hard copies of the Construction Set all marked "Bid Set"
- Ten (10) Specification Manuals

O. Cost Estimate of Construction: CONSULTANT is to prepare and continually update throughout all phases a construction budget as design progresses to ensure compliance with NMC and HD budgetary requirements. At a minimum construction budgets shall be broken into Divisional categories with sufficient sub breakdowns to understand cost

allocations by square foot. Value engineering shall be accomplished within each phase of development to hold budget requirements in-check.

P. Construction Administration & Management Phase (6 months)

- The CONSULTANT, in coordination with the County, will be responsible for executing the entire Construction Administration & Management phase.
- The CONSULTANT will provide review, comments, and direction for submittals, requests for information, weekly construction meeting minutes, general contractor monthly progress billing, change orders, sample finishes, agency interface, review and approval of shop drawings, as-built drawings, fabrication drawings, mix designs, and review and approval of all on & off-site materials.
- CONSULTANT will review and approve all construction materials, equipment, supplies, finishes and hardware for conformity.
- The CONSULTANT will perform subcontractor and vendor site visits as required to approve the fabrication, construction and assembly of any component or applications related to the project as necessary.
- The CONSULTANT will provide complete written field observations, record and document all conversations and job walks, and critiques of the general contractors workmanship and performance.
- The CONSULTANT will conduct and issue a "Punch List" in co-ordination with County.
- The CONSULTANT will execute and generate the weekly "on-site" construction meetings.
- County DPW will utilize the General Contractor's modular office trailer to conduct meetings and correspondence, and to store and maintain all plans, specifications, submittals, samples, and all project related records.
- The CONSULTANT, including CONSULTANT'S employees, representatives, agents, officers, personnel, consultants, subcontractors, vendors and project team members, shall maintain original and reproducible documents and records for County access. The CONSULTANT'S filing system will include but is not limited to the following: documents, plans, specifications, submittals, permits, change orders, drawings, and conceptual drawings, and the CONSULTANT will deliver and transfer all documents in an organized format (also in electronic format accessible by the County) to the County prior to the release of the CONSULTANT'S final payment

Q. Project Closeout

- The CONSULTANT will issue a Substantial Completion Punch List for HD, NMC and the Prime Contractor to review and execute.
- The CONSULTANT will coordinate with the County to physically review, document, and digitally photograph the entire project prior to and after the Substantial Completion phase of the construction project.
- The CONSULTANT will coordinate with the County to physically review and document that the Prime Contractor has met all of the conditions of the Construction Contract, thereafter issue the Substantial Completion Certificate with the County's approval and authorization.

- The CONSULTANT will review and approve the Final Change Order Log with the County's consent, prior to County's approval of the Final Pay Request and release of retention monies.
- The CONSULTANT will coordinate and deliver all plans, specifications, documents, and files, electronic and physical, in accordance to the County's filing requirements, for the County's record retention and project file maintenance.
- The CONSULTANT will assemble, package, document, box and deliver all physical submittals with their corresponding approved paperwork to the County.
- Deliverables:
- Four (4) complete sets of record documents (Approved Plans, Specifications, Documents and As-Built)
- Four (4) sets of Owners Manuals incorporating all warranties, catalogs and equipment manuals, complete with subcontractor name, address and contact information (manually and electronically).

R. Project Turnover:

- The CONSULTANT will coordinate with the County to organize a formal meeting with the General Contractor and all subcontractors to physically and completely review their scopes of work with NMC facilities personnel for the purpose of informing all warranty information, Owner's Manual use and layout, maintenance requirements, contact information and the fee schedule for Extended Maintenance Agreements.
- Upon facility turnover the CONSULTANT will issue the "Final Notice of Completion" with the County's consent and approval, approve the Final Progress Bill from the Prime Contractor and approve the release of all retention monies.

5. TERM OF AGREEMENT

The initial term shall commence with the signing of the AGREEMENT through and including January 1, 2014 with the option to extend the AGREEMENT for two (2) additional one (1) year periods. The COUNTY is not required to state a reason if it elects not to renew this AGREEMENT.

If the COUNTY exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.

The COUNTY reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

6. RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by the CONTRACTOR, the County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the CONTRACTOR or by proceeding against a performance bond of the CONTRACTOR, if any, or by suit against the CONTRACTOR. The prices paid by the County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of the CONTRACTOR.

7. INDEMNIFICATION

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 terms 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 2782.2, the proudest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

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.

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.

8. INSURANCE

A. Evidence of Coverage:

Prior to commencement of this AGREEMENT, the CONSULTANT 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 CONSULTANT 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 CONSULTANT shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and the COUNTY has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONSULTANT.

B. Qualifying Insurers:

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

Insurance Coverage Requirements: Without limiting CONSULTANT'S duty to indemnify, CONSULTANT 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, Broad form Property Damage, Independent CONSULTANTS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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 \$500,000 per occurrence.

Workers' Compensation Insurance, if CONSULTANT 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.

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 CONSULTANT 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.

C. 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 CONSULTANT 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 CONSULTANT and additional insureds with respect to claims arising from each sub CONSULTANT, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each sub CONSULTANT showing each sub CONSULTANT 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 CONSULTANT'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 CONSULTANT'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, CONSULTANT shall file certificates of insurance with the COUNTY's contract administrator and COUNTY's Contracts/Purchasing Division, showing that the CONSULTANT has in effect the insurance required by this AGREEMENT. The CONSULTANT 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.

CONSULTANT 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 CONSULTANT and CONSULTANT shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONSULTANT to maintain such insurance is a default of this AGREEMENT, which entitles COUNTY, at its sole discretion, to terminate this AGREEMENT immediately.

9. INVOICES

The CONSULTANT shall obtain County approval of their progress billing format for prior to submitting the first invoice. The invoice format to include the phase in which the work performed is being invoiced for.

CONSULTANT shall reference AGREEMENT for Tenant Improvement Engineering & Design RFQ #9600-18 on all invoices submitted to the COUNTY. CONSULTANT 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 CONSULTANT for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The COUNTY 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.

10. RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONSULTANT that are submitted as part of the submittal will become the property of the COUNTY when received by the COUNTY and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "PROPRIETARY INFORMATION". The COUNTY will not disclose proprietary information to the public, unless required by law; however, the COUNTY cannot guarantee that such information will be held confidential.

11. CONTRACT AUDITS

CONSULTANT agrees that Monterey COUNTY or its designee will have the right to review, obtain and copy all records pertaining to performance of the contract. CONSULTANT agrees to provide Monterey COUNTY or its designee with any relevant information requested, and shall permit Monterey COUNTY or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement.

CONSULTANT further agrees to maintain such records for a period of five (5) years after final payment under the contract.

12. NON-DISCRIMINATION

During the performance of this contract, the CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. The CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).

The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990, 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.

The CONSULTANT shall include the non-discrimination and compliance provisions of the clause in all agreements with sub Consultants to perform work under the contract.

13. INDEPENDENT CONSULTANT

The CONSULTANT shall be an independent CONSULTANT and shall not be an employee of Monterey COUNTY, nor immediate family of an employee of the COUNTY. CONSULTANT shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONSULTANT shall not be entitled to any employee benefits. The CONSULTANT shall control the manner and means of accomplishing the result contracted for herein.

Non-Assignment: CONSULTANT shall not assign this contract without the prior written consent of the COUNTY.

14. CONFLICT OF INTEREST

The CONSULTANT covenants that the CONSULTANT, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of the AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of the CONSULTANT'S services under the AGREEMENT.

To avoid a conflict of interest, the firm awarded a contract will be ineligible to:

- A. Submit bids for subsequent construction contracts for work related to the Project.
- B. Submit Qualifications Packages for any services in response to specifications drafted by Proposer.

15. COMPENSATION AND PAYMENTS

It is mutually understood and agreed by both parties that CONSULTANT shall be compensated under the AGREEMENT in accordance with EXHIBIT A

Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. The COUNTY does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

Negotiations for rate changes shall be commenced, by CONSULTANT, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

Invoice amounts shall be billed directly to the ordering department.

CONSULTANT shall reference the AGREEMENT number and RFQ #9600-18 on all invoices submitted to the COUNTY. CONSULTANT 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 CONSULTANT for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The COUNTY 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.

16. NOTICES

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

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

TO THE COUNTY:

Contracts/Purchasing Manager

Natividad Medical Center

1441 Constitution Blvd.

Salinas, CA. 93906

Tel. No.: (831) 755-4223

FAX No.: (831) 757-2592

TO THE CONSULTANT:

Name: _____

Address: _____

Tel. No. _____

FAX No. _____

17. PERFORMANCE STANDARDS

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 NMC, or immediate family of an employee of NMC.

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.

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 NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

18. RECORDS AND CONFIDENTIALITY

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 NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC 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.

NMC RECORDS: When this Agreement expires or terminates, CONTRACTOR shall return to NMC and NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.

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.

ACCESS TO AND AUDIT OF RECORDS: NMC 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 or \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, 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.

ROYALTIES AND INVENTIONS: NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other 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 NMC.

19. 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, full 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.

20. 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 NMC. No offer or obligation of permanent employment with NMC 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 NMC 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 an 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 NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

21. MISCELLANEOUS PROVISIONS

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.

Amendment: This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.

Waiver: Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC 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.

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.

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

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 NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of NMC 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.

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

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

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

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

Non-exclusive Agreement: This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

Construction of Agreement: NMC 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.

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.

Integration: This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations.

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.

NATIVIDAD MEDICAL CENTER

By: [Signature]
NMC Contracts/Purchasing Agent

Date: 2-8-12

By: [Signature]
Department Head (if applicable)

Date: 11/30/11

By: [Signature]
Stacy Saetta, Deputy County Counsel

Date: 12/5/11

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

Date: 12-5-11

CONTRACTOR

HIBSER YAMAUCHI ARCHITECTS, INC.
Contractor's Business Name***

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

KEN YAMAUCHI, VICE-PRESIDENT
Name and Title

Date: 11/28/11

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

MARCUS HIBSER, CFO
Name and Title

Date: 11/28/11

***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.