

Monterey County

Board Order

168 West Alisal Street, 1st Floor Salinas, CA 93901 831,755,5066

Agreement No.: A-12753

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

Approved and directed Purchasing Manager for Natividad Medical Center (NMC) to execute an agreement with RBB Architects Inc. for The Radiology Modernization Project per RFQ #9600-54 at NMC in an amount not to exceed \$862,450 for the period September 23, 2014 to June 30, 2017.

PASSED AND ADOPTED on this 30th day of September 2014, by the following vote, to wit:

AYES:

Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES:

None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on September 30, 2014.

Dated: October 1, 2014 File Number: A 14-234 Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

By Denise Deputy

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

political subdivision of the State of Ca RBB Architect Inc.	ment ("Agreement") is made by and between the County of Monterey, a lifornia (hereinafter "County") and:
(hereinafter "CONTRACTOR").	
In consideration of the mutual cofollows:	ovenants and conditions set forth in this Agreement, the parties agree as
CONTRACTOR hereby agrees to perf this Agreement. The services are gener	O. The County hereby engages CONTRACTOR to perform, and form, the services described in Exhibit A in conformity with the terms of rally described as follows: g Services for Tenant Improvement Project for Natividad Medical
Center, 9600-54 Radiology Moderniza Salinas, CA 93906	ation, First Floor, Bldg 500, Located at 1441Constitution Blvd
provisions set forth in Exhibit A , su payable by County to CONTRACTOR	County shall pay the CONTRACTOR in accordance with the payment bject to the limitations set forth in this Agreement. The total amount under this Agreement shall not exceed the sum of \$
June 30, 2017 , unless Agreement is of no force or effect unt	The term of this Agreement is from September 23, 2014 to sooner terminated pursuant to the terms of this Agreement. This ill signed by both CONTRACTOR and County and with County signing namence work before County signs this Agreement.
4. ADDITIONAL PROVISIONS/ reference and constitute a part of this A	EXHIBITS. The following attached exhibits are incorporated herein by agreement:
	es/Payment Provisions
Scope of Work outlined in RF	Q #9600-54 including Addenda 1 and 2

5. PERFORMANCE STANDARDS.

- 5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

PSA over \$100,000 For 1 of 9 Project ID: Surveyors, Architects, Engineers & Design Professionals

*Approved by County	y Board of Supervisors on	

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

6. PAYMENT CONDITIONS.

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

7. TERMINATION.

- 7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

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

8.02 Indemnification for Design Professional Services Claims:

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

8.03 Indemnification for All Other Claims or Loss:

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

9.0 INSURANCE.

9.01 <u>Evidence of Coverage:</u>

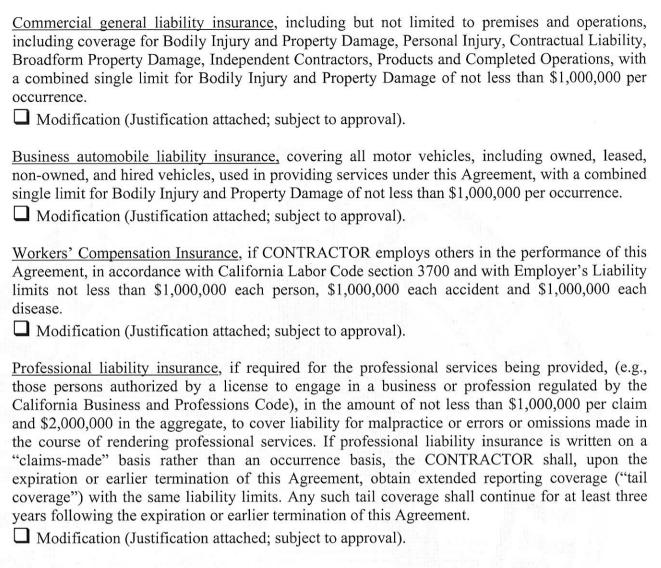
Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the Contractor upon request shall provide 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 <u>not</u> receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

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

9.03 <u>Insurance Coverage Requirements:</u> 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:



9.04 Other Insurance Requirements.

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

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

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

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

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

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

10. RECORDS AND CONFIDENTIALITY.

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

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

FOR COUNTY:	FOR CONTRACTOR:	
Brian Griffin, Interim Director of Engineering	Sylvia Botero, Sr. Vice President	
Name and Title	Name and Title	
County of Monterey - Natividad Medical Center	1330 Broadway, Suite 426	
1441 Constitution Blvd Salinas, CA 93906	Oakland, CA 94612	
Address	Address	
(831) 783-2605	(888) 473-6923	
Phone	Phone	

15. MISCELLANEOUS PROVISIONS.

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

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

This space is left blank, intentionally.

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

COUNTY OF MONTEREY	CONTRACTOR
Ву:	
Purchasing Officer	RBB Architects Inc.
Date:	Contractor's Business Name*
By:	Galla Brooks
Department Head (if applicable)	By: Syle Proters
Date: 5 (9 (1)	(Signature of Chair, President, or
	Vice-President)*
Ву:	Sylvia Botero, Sr. Vice President
Board of Supervisors (if applicable)	Name and Title
Date:	Date: 04/ 23 114
Approved as to Form	M//
By:	
County Counsel	By: (Signature of Secretary, Asst. Secretary, CFO,
Date:	Treasurer or Asst. Treasurer)*
a provent	Joseph A. Balbona, CEO, Secretary
Approved as to Fiscal Provisions 1	Name and Title
M. M.	Date:
By:Arditor/Controller	
Date: S14-14	/
Approved as to Liability Provisions ³	
Ву:	
Risk Management	
Date:	
County Board of Supervisors' Agreement Number:	

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

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

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

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

Ex A 1

RFQ # 9600-54 Architect, Engineering Services for Radiology Modernization Project

- 5.3 The deadline for submitting written questions regarding this RFQ is indicated in Section 4.0 CALENDAR OF EVENTS.
- 5.4 Questions submitted after the deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- 5.5 Prospective CONSULTANTS shall not contact COUNTY officers or employees with questions or suggestions regarding this Request for Qualifications (RFQ) without first contacting the persons listed above. Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONSULTANT.

6.0 SCOPE OF WORK

6.1 General Description

- a) 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, Medical Equipment and Telecomm/Data. The scope of work also consists of construction administration services.
- b) Included in scope is remodel of approximately 700 square feet of space for Security in Building 600.
- c) The scope of work also includes programming of the entire Radiology Department, as well as preparation of phasing plans for MRI remodel and installation.
- d) County will provide to the selected CONSULTANT AutoCAD format (.dwg) accurate, "as-built" drawing files of the following: floor plans and reflected ceiling plans; building infrastructure and services; and site development relevant to permit applications. 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.
- e) Existing HVAC for the building is expected to continue to service the remodeled spaces has been determined that the equipment would be sufficient for the proposed scope. 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 service the remodeled spaces.
- f) CONSULTANT will coordinate with Gallun and Snow Associates for the interior design and Natividad Medical Center's interior finishes.

6.2 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

RFQ # 9600-54 Architect, Engineering Services for Radiology Modernization Project

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:

1. Programming/Schematic

- 3 review sessions/check sets (which will produce necessary revisions)
- Milestone for final programming/schematic documents (drawings and specifications), preliminary construction budget, and preliminary constructions schedule

II. Design Development

- 2 review sessions/cheek sets (which will produce necessary revisions)
- Milestone for final Design Development documents (drawings and specifications), updated construction budget, and updated construction schedule

III. Construction Documents

- 2 review sessions/check sets (50% and 90% completion) (which will produce necessary revisions)
- Milestone for final Construction Documents (drawings and specifications), updated construction budget, and updated construction schedule

6.2.1 Programming and Schematic Phase (1 month)

- a) 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.
- b) <u>Information Sharing:</u> 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 CONSULTANTs, CONSULTANTs, consultants, employees, agents and owner(s).
- c) 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.
- d) <u>Document Exchange:</u> The CONSULTANT shall convert all Programming & Schematic drawings into their working format and deliver to the County for review and approval.
- e) Cooperative Work Sessions: The CONSULTANT will conduct at a minimum three (3) formal programming work sessions with 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.

- f) Surveys: The CONSULTANT, in coordination with its sub-consultants, 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.
- g) 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. These documents are to include:
 - <u>Phasing Documents</u>: the CONSULTANT will provide Phasing Documents which illustrate and describe the phasing of relocations, demolition and construction necessary for the remodel of spaces in these occupied Buildings 500 and 600.
- h) Outline of Division Specifications: The CONSULTANT shall provide an Outline of Division Specifications which identifies major building systems and construction materials.
- i) Existing Engineering & Performance Details: The CONSULTANT will provide detailed engineering and performance information of the existing building infrastructure, structures and services.
- j) 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 worksessions and will prepare a checklist 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

k) Hard Deliverables for the Programming & Schematic Phase:

- Two (2) set of full size reproducible schematic design documents
- One disk with all design documents in .dwg and/or .pdf format
- Two (2) set of 18 x 24 size schematic design documents
- Five (5) copies of the preliminary construction estimate
- Five (5) copies of the specification outline with building system(s) notations
- Five (5) copies of the project schedule

RFQ = 9600-54 Architect, Engineering Services for Radiology Modernization Project

- Five (5) copies of the detailed engineering and performance information of the existing building infrastructure, structures and services.
- · Five (5) copies of Survey documents
- 1) 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.

6.2.2 Design Development Phase (1.0 months)

- a) 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 CONSULANT'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 site plans and details as required to document accessibility and fire life safety necessary for OSHPD permit approval such as but not limited to the number and location of handicap accessible parking spaces; accessible restrooms and drinking fountains: paths of travel; fire rated construction and egress elements of construction.
 - The DD documents shall provide preliminary structural details and show how they will integrate with the existing interior structure.
 - The DD documents shall include phasing plans which illustrate and describe the phasing of relocations, demolition and construction necessary for the remodel of spaces in these occupied Buildings 500 and 600.
- b) 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.
- c) 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.

- d) <u>Materials Board:</u> 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.
- e) <u>Project Schedule:</u> 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.

t) 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
- g) 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 checklist 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.

6.2.3 Construction Documents (CD) Phase (3 months)

- a) 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.
- b) <u>Revised Project Schedule:</u> 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 to be clearly identified.
- c) <u>Cost Estimate</u>: 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.
- d) 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.

li:

- e) <u>Check Set</u>: The CONSULTANT is required to provide the County with a "Check Set" of in-progress CD's showing and designating all alterations and changes from the preliminary CD Set and any prior "check sets" before each Design Review work session described below in Section 6.2.3 h and before considering the set as completed.
- f) 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.
 - Permit Submittal: The CONSULTANT is to submit for, and obtain the required permits for construction of the project from the Authorities Having Jurisdiction over the project including, but not limited to, the State of California OSHPD, and City of Salinas Fire Department
- g) <u>Bid Alternates</u>: 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.
- h) Design Review: The CONSULTANT will conduct at least two (2) formal design review work-sessions and will prepare an "in-progress Check Set" as described above in Section 6.2.3 e and 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.
- j) The CONSULTANT will prepare and execute a Final Microsoft Power Point presentation to the County NMC.
- k) 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 Bidders. Information for Bidders. Bid Form. Bid Bond Form and other legal documents as may be required by the COUNTY.
- 1) <u>Construction Document Set:</u> The CONSULTANT will provide full and complete Construction Documents as detailed in Section 6.2.3 herein based on the approved Design Development documents. The final approved documents are to be stamped and permit ready.
- m) 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.

- n) 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

6.2.4 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 submitted by CONSULTANT to all Authorities Having Jurisdiction for construction permit(s) and delivered to the County of Monterey – Natividad Medical Center in the final approved Construction Document Set. These plans delivered to the County of Monterey 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, bid solicitation and construction management and future asset management.

a) 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.

6.2.5 Architectural Drawings

- a) Interior Demolition Plan
- b) Existing Floor Plan
- c) Phased Demolition and Construction Plans with details of construction barriers and infection control measures as required for OSHPD Permit Approval.
- d) Project Accessibility Plans & Details as required for OSHPD Permit Approval
- e) Fire Life Safety Plans & Details as required for OSHPD Permit Approval
- f) Dimensioned Floor Plan
- g) Finish Floor Plan
- h) Door & Window Schedules
- i) Existing Exterior Elevations
- i) New Interior Elevations
- k) Interior Building Sections
- Wall Sections
- m) Demolition of Existing Acoustical Ceiling Grid
- n) New Reflective Ceiling Plan

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- o) Accessibility Details Restroom/Signage/Rails
- p) Steel Framing Details
- q) Interior Details
- r) Door & Window Details
- s) Enlarged Rest Room Plans & Elevations
- t) Casework Elevations

6.2.6 Structural Drawings

- a) General Notes & Details Concrete Notes & Details
- b) Steel Notes & Details
- c) Wall Sections
- d) Framing Details
- e) Elevation Framing Details
- f) Support and seismic bracing details for construction elements and equipment

6.2.7 Mechanical Drawings – (may require multiple drawing sheets)

- a) Mechanical Legend, Schedule & Notes
- b) Mechanical Title 24 HVAC Calculations
- c) Mechanical Plan
- d) Mechanical Control Systems, Details

6.2.8 Plumbing Drawings – (may require multiple drawing sheets)

- a) Plumbing Schedules / Notes / Legend
- b) Plumbing Demolition Plan
- c) Plumbing Site & Floor Plan Water, and Sewer
- d) Plumbing Fire Sprinkler Plan

6.2.9 Electrical Drawings – (may require multiple drawing sheets)

- a) Electrical Legend, Schedule & Notes
- b) Electrical Indoor Title 24 & Load Calculations
- c) Electrical Exterior Power & Indoor Main Distribution Panel Plan
- d) Electrical Single Line Diagram
- e) Electrical Demolition Power Plan
- f) Electrical Demolition Lighting Plan
- g) Electrical New Power Plan
- h) Electrical New Lighting Plan
- i) Electrical New Low Voltage & Security Plan & Details
- j) Electrical New Fire Alarm Plan
- k) Electrical New Tel Com Main Distribution Frame (Rooms)
- l) Electrical Details

6.2.10 Medical Equipment Drawings – (may require multiple drawing sheets)

- a) Equipment Schedules / Notes / Legend
- b) Equipment Demolition Plan
- c) Equipment Floor Plan
- d) Equipment structural support and seismic bracing details.

- **6.2.11 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.
- 6.2.12 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.

6.2.13 Bid Administration & Construction Contract Award (3.0 months)

- a) 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.
- b) Hard Deliverables
 - Ten (10) full sized, hard copies of the Construction Set all marked "Bid Set"
 - Ten (10) Specification Manuals
- 6.2.14 Cost Estimate of Construction: CONSULTANT is to prepare, continually update throughout all phases, and submit as a deliverable at each phase as listed in Section 5 of this RFQ, 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 incheck.

6.2.15 Construction Administration & Management Phase (6 months)

a) The CONSULTANT, in coordination with the County, will be responsible for executing the entire Construction Administration & Management phase.

- b) The CONSULTANT will provide review, comments, and direction for submittals, requests for information, weekly construction meeting minutes, general CONSULTANT 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.
- c) CONSULTANT will review and approve all construction materials, equipment, supplies, finishes and hardware for conformity.
- d) The CONSULTANT will perform sub-consultant and vendor site visits as required to approve the fabrication, construction and assembly of any component or applications related to the project as necessary.
- e) The CONSULTANT will provide complete written field observations, record and document all conversations and job walks, and critiques of the general CONSULTANT's workmanship and performance.
- f) The CONSULTANT will conduct and issue a "Punch List" in co-ordination with County.
- g) The CONSULTANT will execute and generate the weekly "on-site" construction meetings.
- h) The CONSULTANT, including CONSULTANT'S employees, representatives, agents, officers, personnel, consultants, sub-consultants, 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.

6.3 Project Closeout

- a) The CONSULTANT will issue a Substantial Completion Punch List for NMC and the Prime Contractor to review and execute.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) The CONSULTANT will assemble, package, document, box and deliver all physical submittals with their corresponding approved paperwork to the County.
- g) Deliverables:

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- 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 sub-consultant name, address and contact information (manually and electronically).

6.4 Project Turnover:

- a) The CONSULTANT will coordinate with the County to organize a formal meeting with the General CONSULTANT and all sub-consultants 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.
- b) 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.

7.0 CONTRACT TERM

- 7.1 The term of the AGREEMENT(S) will be for a period of two (2) years with the option to extend the AGREEMENT for one (1) additional one (1) year period.
- 7.2 The COUNTY reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.
- 7.3 If this RFQ includes options for renewal or extension, CONSULTANT must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT. Both parties shall agree upon rate extension(s) or changes in writing. The COUNTY does not have to give a reason if it elects not to renew.

8.0 SELECTION CRITERIA

8.1 The selection of CONSULTANT and subsequent contract award(s) will be based on the criteria contained in this Request for Qualifications, as demonstrated in the submitted Qualifications Package. CONSULTANT should submit information sufficient for the COUNTY to easily evaluate Qualifications Packages with respect to the selection criteria. The absence of required information may cause the Qualifications Package to be deemed non-responsive and may be cause for rejection.

NATIVIDAD MEDICAL CENTER

PROJECT BUDGET

Radiology Modernization Project

FUNDING SOURCE:

FY-14/15 - Capital Budget #B15-2015-X265 Radiology Modernization	\$1,300,000
FY-15/16 - Proposed Capital Budget	\$6,500,000
FY-16/17 - Proposed Capital Budget	\$6,500,000
Total Funded	\$14,300,000

ARCHITECTURAL FEES

Design Contract – 9600-54 Radiology Modernization – RBB Architects

- 1. Program Validation and Schematic Design
- 2. Design Development
- 3. Construction Documents
- 4. Bidding/Agency Review
- 5. Construction Administration
- 6. Record Drawings

Total Architectural fees \$862,450

Design Contract – Security Department Relocation – Kasavan Architects

- 1. Program Validation and Schematic Design
- 2. Design Development
- 3. Construction Documents

Total Architectural fees \$66,500



RBB ARCHITECTS INC

10980 Wilshire Boulevard Los Angeles, CA 90024 Telephone: 310 473 3555

http://www.rbbinc.com

Mr. BRIAN GRIFFIN INTERIM DIRECTOR OF ENGINEERING & SAFETY COUNTY OF MONTEREY NATIVIDAD MEDICAL CENTER 1441 CONSTITUTION BLVD. SALINAS, CA 93906

November 28, 2014

PROJECT

NMC 1412600

RADIOLOGY MODERNIZATION

COUNTY OF MONTEREY NATIVIDAD MEDICAL CENTER

RADIOLOGY MODERNIZATION, BUILDING 500

#9600-54

FEE: \$862,450.00

PROGRAMMING & SD - \$ 155,241.00 DESIGN DEVELPOPMENT - \$ 129,368.00

CONSTRUCTION DOCS - \$ 301,858.00

BID ADMIN & CA AWARD - \$ 43,123.00

CONSTRUCTION ADMIN. - \$215,614.00

RECORD DRAWINGS

- \$17,246.00

\$ 862,450.00

ATTACHMENT C: Fee Schedule FOR RBB ARCHITECTS INC

Fee Schedule per Attachment C herein must be included in a separate sealed envelope to be opened only after a final CONSULTANT has been determined by the NMC Selection Committee. Failure to comply with this requirement shall be grounds for rejection based on non-compliance.

The undersigned, having read and understood all Qualifications Package information, hereby submits fees for <u>RFQ # 9600-51</u>. It is also understood that the Fee Schedule will **not** be used by the COUNTY as part of the criteria to select the firm(s) for possible interviews by the selection committee, but that the Fee Schedule may be used in negotiations with the qualified firm(s) for the required services.

Position/Title	Hourly Rate	
	(Indicate changes	
	2013/14	2014/15
Principal/Owner	\$185.00	\$185.00
Project Manager	\$170.00	\$170.00
Architect	\$160.00	\$160.00
Technical/CAD Production	\$140.00	\$140.00
Civil Engineer	\$159.00	\$159.00
Project Manager	\$172.00	\$172.00
Technical/CAD Production	\$115.00	\$115.00
Mechanical Engineer	\$170.00	\$170.00
Project Manager	\$150.00	\$150.00
Technical/CAD Production	\$100.00	\$100.00
Electrical Engineer	\$185.00	\$185.00
Project Manager	\$180.00	\$180.00
Technical/CAD Production	\$134.00	\$134.00
Structural Engineer	\$179.00	\$179.00
Project Manager	\$176.00	\$176.00
Technical/CAD Production	\$120.00	\$120.00
Landscape Architect	\$115.00	\$115.00
Project Manager	\$85.00	\$85.00
Technical/CAD Production	\$55.00	\$55.00
Cost Estimating	\$195.00	\$195.00
Other (indicate):		
Other (indicate):		
Other (indicate)		

${\it EXHIBIT A} \\ RFQ \# 9600\text{-}54 \ Architect, Engineering Services for Radiology Modernization Project}$

Reimbursable Items to be Billed (County shall reimburse for any approved travel expenses as per IRS allowances only)	Estimated Cost Bill (Note, indicated markup, if any, shall not exceed 10%)	
(Please list)	Total Cost	% of Markup calculated
Miles as permitter by NMC	56 cents/mile	0%
Plotting and Printing as permitted by NMC (B&W)	30 cents/SF	0%
Plotting and Printing as permitted by NMC (Color)	\$3.80/Linear Inch	0%

⁻⁻⁻End of ATTACHMENT C---