

Attachment A

**AMENDMENT NO. 1
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
Harris & Associates, Inc.**

THIS AMENDMENT NO. 1 to Agreement No. A-15850 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and Harris & Associates, Inc., (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, on June 7, 2022, the Board of Supervisors approved Agreement No. A-15850 which CONTRACTOR entered into with County on June 17, 2022 (hereinafter, "Agreement") to provide on-call construction management services for various projects located in the County of Monterey in response to RFQ #10803 (hereinafter "services") with an initial term from July 22, 2022 to July 21, 2025 for an amount not to exceed \$5,000,000;

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County;

WHERE, it is necessary to increase the not to exceed amount by \$9,000,000 for a total not to exceed amount of \$14,000,000 to allow CONTRACTOR to continue to provide the services required by the County;

WHEREAS, it is necessary to update rates to allow CONTRACTOR to continue to provide the services required by the County;

WHEREAS, it is necessary to update provisions to the Agreement to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to July 21, 2027, increase the not to exceed amount to \$14,000,000, update rates and update provisions to the Agreement to allow CONTRACTOR to continue to provide services identified in the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence of Section 2, "Payments by County," to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$14,000,000;

2. Amend the first sentence of Section 3, "Term of Agreement," to read as follows:

The term of this Agreement is from July 22, 2022 to July 21, 2027, unless sooner terminated pursuant to the terms of this Agreement.

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On-call Construction Management Services (RFQ #10803)
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Not to Exceed: \$14,000,000

3. Amend Section 9.02, "Qualifying Insurers," to read as follows and hereby incorporate the new language into the agreement:

Qualifying Insurers:

All coverages, 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 A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

4. Amend Section 9.03, "Insurance Coverage Requirements," to read as follows and hereby incorporate the new language into the Agreement:

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

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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

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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.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

5. Amend Section 9.04, “Other Insurance Requirements,” to read as follows and hereby incorporate the new language into the Agreement:

Other 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.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR’S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR’S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

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Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements 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 always 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.

6. Amend Section 10, "Records and Confidentiality," to add the following and hereby incorporate the new language into the Agreement:

10.06 Format of Deliverables:

For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

7. Amend Section 15, “Miscellaneous Provisions,” to add the following and hereby incorporate the new language into the Agreement:

15. MISCELLANEOUS PROVISIONS.

15.18 Independent Contractor Compliance with Government Code Section 1097.6 (c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

8. Amend to add new Section 16, “Compliance with Applicable Laws,” to read as follows and hereby incorporate the new language into the Agreement:

16. COMPLIANCE WITH APPLICABLE LAWS.

- 16.01 CONTRACTOR shall keep informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 16.02 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 16.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

9. Amend to add new Section 17, “Consent to Use Electronic Signatures,” to read as follows and hereby incorporate the new language into the Agreement:

17. CONSENT TO USE OF ELECTRONIC SIGNATURES.

- 17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Revised 9/3/21 10 of 11 Agreement ID: Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).
- 17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.
- 17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.
10. Amend and Replace Exhibit A – Scope of Services/Payment Provision in its entirety with Exhibit A-1 effective upon final execution of this Amendment No. 1 which is the last date opposite the respective signatures below.
11. In all places within the Agreement, any references to “Exhibit A” are hereby replaced with “Exhibit A-1 – Scope of Services and Payment Provisions,” effective upon final execution of this Amendment No. 1 which is the last date opposite the respective signatures below.
12. Except as provided herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
13. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
14. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

[SIGNATURES ON FOLLOWING PAGE]

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Term: July 22, 2022 – July 21, 2027
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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Debra R. Wilson
Contracts/Purchasing Officer

Date: _____

Approved as to Form

Office of the County Counsel

Susan K. Blitch, County Counsel

By: _____
Signed by: *Mary Grace Perry*
76A18B9BA72D498...
Mary Grace Perry

Deputy County Counsel
6/20/2025 | 11:00 AM PDT

Date: _____

Approved as to Fiscal Provisions

By: _____
DocuSigned by: *Patricia Ruiz*
E79EF64E67454F6...

Name: _____

Title: Auditor/Controller
6/23/2025 | 11:12 AM PDT

Date: _____

Approved as to Indemnity and Insurance Provisions

Office of the County Counsel-Risk Management

Susan K. Blitch, County Counsel

By: _____
Signed by: *David Bolton*
3E7A6EE11DD8446...
David Bolton

Title: Risk Manager

Date: 6/20/2025 | 3:52 PM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

Harris & Associates, Inc.

Contractor's Business Name

By: _____
DocuSigned by: *Ehab Gerges*
800D8595A3D3403

Ehab Gerges, Executive Vice President
6/18/2025 | 3:38 PM PDT

Date: _____

By: _____
Signed by: *Preston Hatch*
00322A29A20A438...

Preston Hatch, CFO

Date: 6/18/2025 | 3:39 PM PDT

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EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Harris & Associates, Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a. CONTRACTOR’s Minimum Work Performance Percentage:
CONTRACTOR shall perform with their own organization AGREEMENT work amounting to not less than fifty percent (50%) of the original total AGREEMENT price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this AGREEMENT without the prior written consent of County.
- b. The scope of work includes in general, but not limited to, the following range of Construction Management (CM) services including services of sub-consultants, typically required for architectural projects in the public sector. Basic services shall cover all phases of Design Development through the Project Close-Out Phase for various general and correctional facility projects located in Monterey County, California. Tasks required for each individual project may vary and may include but are not limited to any of the tasks listed below.
- c. The professional services must include, but not limited to the following:

1. Design Development Phase:

- 1.1. CONTRACTOR shall review Design Professional’s construction documents and specifications to determine whether they are consistent with the Project Program (including the gross and assignable floor areas), the Construction Budget, the Project Schedule, and design constructability.
- 1.2. CONTRACTOR shall confirm the Drawings and Specifications are consistent with the County’s General Conditions for the Project.
- 1.3. CONTRACTOR shall check for coordination of the documents in terms of consistency and conformity between all disciplines.
- 1.4. CONTRACTOR shall back-check the resubmittal of documents to ensure that all corrections have been incorporated into the 100% construction documents and specifications.
- 1.5. If requested by County, CONTRACTOR shall meet with the assigned Design Professional to reconcile discrepancies between the CONTRACTOR’s Estimated Project Construction Costs and the

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Design Professionals estimates. If necessary, the CONTRACTOR will conduct value engineering exercises to bring costs into budget.

- 1.6. CONTRACTOR shall participate and advise County during Leadership in Energy and Environmental Design (LEED) Coordination and Implementation process and confirm that drawings and specifications are consistent with LEED goals.

2. Design Development Phase Deliverables:

- 2.1. CONTRACTOR shall develop a recommendation list of cost items that the Contractors should include in their cost breakdowns.
- 2.2. CONTRACTOR shall use the Construction Specification Institute format and submit this list to County for inclusion in the Construction Documents.
- 2.3. CONTRACTOR shall prepare a Preliminary Master Construction Project Schedule for inclusion in the contract documents.
- 2.4. If required by County, CONTRACTOR shall schedule and conduct constructability reviews during the development of the design documents.
- 2.5. If required by County, CONTRACTOR shall prepare and submit to County, independent written Estimated Project Construction Costs based on the design documents and on the 100% back-checked documents.

3. Bidding Phase:

- 3.1. CONTRACTOR shall review plans, technical specifications, project schedule, project budget, and other pertinent documents provided by COUNTY to become familiar with all aspects of the project.
- 3.2. CONTRACTOR shall assist COUNTY and Architect in developing construction bid packages including prequalification criteria, and preparation of prequalification documents, as requested by COUNTY.
- 3.3. CONTRACTOR shall conduct a pre-bid conference with a site visit in accordance with COUNTY Contracts/Purchasing procedures.
- 3.4. CONTRACTOR shall coordinate a response to questions during question/answer period and develop addenda as necessary for issuance by COUNTY.
- 3.5. CONTRACTOR shall attend bid opening.
- 3.6. CONTRACTOR shall perform bid analysis that includes checking for responsiveness to qualification requirements.
- 3.7. In the event that bids exceed budget, CONTRACTOR shall review and recommend strategy for rebidding and/or value engineer project.
- 3.8. CONTRACTOR shall assist COUNTY in preparing a contract for the successful bidder and reviewing contract required documents from successful bidder.
- 3.9. CONTRACTOR shall attend meetings when scheduled with project team including Architect and Project Manager.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

4. Bidding Phase Deliverables:

- 4.1. CONTRACTOR shall prepare bid package in accordance with COUNTY procedures.
- 4.2. CONTRACTOR shall prepare and distribute meeting minutes and Addenda (as necessary) from pre-bid conference site visit and during Questions/Answer Period.
- 4.3. CONTRACTOR shall provide written report to COUNTY regarding recommendation for award of bids and bid tabulation.
- 4.4. CONTRACTOR shall prepare and distribute meeting minutes of all meetings.

5. Construction Phase:

- 5.1. **Project Budget and Schedule:** CONTRACTOR shall prepare and maintain a master construction project budget and schedule in a format acceptable to the COUNTY.
- 5.2. **Construction Coordination:**
 - 5.2.1. CONTRACTOR shall conduct weekly meetings with Contractor, COUNTY and Architect to assure timely review and response to questions and resolution of field conflicts or incorporation of design changes, review project progress, schedule and budget, review special inspections, building department inspections and others.
 - 5.2.2. CONTRACTOR shall document all field conflicts and help resolve these issues by coordinating with Architect and other regulatory agencies.
 - 5.2.3. CONTRACTOR shall prepare or review proposed and/or final contract change orders and make recommendations to the Project Manager regarding approval.
 - 5.2.4. CONTRACTOR shall assist COUNTY and Architect in evaluating Contractors' Proposed and/or Change Order Requests and make written recommendations regarding such requests.
 - 5.2.5. CONTRACTOR shall assist in negotiations with Contractors as requested by COUNTY.
 - 5.2.6. CONTRACTOR shall monitor Contractors' labor compliance.
 - 5.2.7. CONTRACTOR shall review Contractors' safety program.
 - 5.2.8. CONTRACTOR shall Coordinate Owner Furnished/Contractor Installed (OFCI) furniture, fixtures, and equipment (FF&E).

6. Inspections:

- 6.1. CONTRACTOR shall provide daily on-site inspection of the project to assure compliance with bid documents. This work includes pre-construction photos and site documentation as well as progress photos, daily inspection reports identifying type and number of crews

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

and equipment. Daily records shall also identify conflicts, actions approved, and resolution of minor conflicts.

6.2. CONTRACTOR shall witness specialty testing and inspection.

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

7. Review of Submittals/Shop Drawings:

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

7.2. CONTRACTOR shall coordinate submittal reviews with Architect when appropriate.

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

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

8. Contract Compliance:

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

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

9. Correspondence:

9.1. CONTRACTOR shall log all Contractor Requests For Information (RFI) and other correspondence.

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

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

10. Meetings:

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

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

11. LEED Facilitation and Assistance:

- 11.1. CONTRACTOR shall assist the COUNTY and Architect with the LEED certification process and monitor the contractor's activities in the field to promote compliance with the LEED process.
- 11.2. CONTRACTOR shall assist the LEED commissioning agent by facilitating his work and coordinating it with ongoing project close out activities.

12. Records Documents:

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

13. Independent Reviews:

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

14. Construction Phase Deliverables:

- 14.1. Provide and Maintain Project Construction Budget and Schedule, updated for weekly meetings.
- 14.2. Provide and maintain logs including but not limited to:
- 14.3. Submitted RFIs
- 14.4. Proposed & Final Change Orders
- 14.5. Procurement and/or Shop Drawing Submittal reviews and processing
- 14.6. Request for quotations to evaluate proposed change orders
- 14.7. Correction Notices
- 14.8. Stop work Notices
- 14.9. Any other documents as required by COUNTY including photos and correspondence
- 14.10. Prepare daily records, inspection logs, monthly statements and invoices.
- 14.11. Prepare and distribute meeting minutes of all weekly meetings with project team.

15. Project Acceptance & Close Out Phase:

- 15.1. CONTRACTOR shall schedule and conduct punch list walkthroughs and shall prepare and distribute punch list to all parties, including Project Manager and Architect.
- 15.2. CONTRACTOR shall assure that punch list work is completed.
- 15.3. CONTRACTOR shall collect and distribute all required Operations and Maintenance (O&M) manuals.
- 15.4. CONTRACTOR shall review and accept warranties.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

- 15.5. CONTRACTOR shall schedule and ensure that all pre-testing, commissioning, keying and key boxes, and training of equipment and building systems are completed prior to final acceptance.
- 15.6. CONTRACTOR shall review as-built drawings to assure they reflect as-built conditions.
- 15.7. CONTRACTOR shall coordinate final meeting with COUNTY, Architect and Contractor to provide turnover of facility, warranty information, maintenance manuals and instructions on building systems.
- 15.8. CONTRACTOR shall provide recommendation on issuance of Final Notice of Completion.

16. Project Close-Out Phase Deliverables:

- 16.1. CONTRACTOR shall prepare and distribute meeting minutes to project team.
- 16.2. CONTRACTOR shall collect and distribute all project documents including punch-lists, O& M manuals, as-built drawings and warranty information.
- 16.3. CONTRACTOR shall prepare a final construction project report using COUNTY specified format.

17. Contractor Additional Services:

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

18. Specific requirements include, but are not limited to, the following:

- 18.1. CONTRACTOR Services will be provided on an on-call basis. The process will consist of the County contacting the CONTRACTOR and requesting services related to an individual project. CONTRACTOR will then prepare a detailed scope and cost.
- 18.2. The County has implemented a Job Order Contract (JOC) construction delivery method. Not all construction projects will use the JOC program. For those projects that elect to use the JOC program, CONTRACTOR must become familiar with the quality and workmanship required by the applicable Construction Task Catalogs (CTC) and coordinate and adjust specifications and details produced by the JOC contractor if architectural documents have not been produced.
- 18.3. CONTRACTOR will advocate for the County and ensure the project produced is in the best interest of the County. CONTRACTOR is expected to deliver services on or ahead of the required schedule and within budget.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

d. County Responsibilities:

1. Administration:

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

2. Provision of Information, Surveys, and Reports:

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

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

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

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$14,000,000, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

| Position/Title (Indicate Below) | Hourly Rate(s) | | | | | |
|--|--|--|--|--|---|---|
| | <u>Period 1*</u> 7/22/22 to 7/21/23 | <u>Period 2*</u> 7/22/23 to 7/21/24 | <u>Period 3*</u> 7/22/24 to 7/21/25 | <u>Period 4*</u> 7/22/25 to 6/30/26 | <u>Period 5*</u> 7/1/26 to 6/30/27 | <u>Period 6*</u> 7/1/26 to 7/21/27 |
| Project Directors | \$250.00 | \$262.50 | \$275.63 | \$275-\$315 | \$275-\$328 | \$275-\$328 |
| Project Managers | \$140.00 | \$147.00 | \$154.34 | \$255-\$287 | \$255-\$299 | \$255-\$299 |
| Senior Construction Managers | N/A | N/A | N/A | \$245-\$280 | \$245-\$291 | \$245-\$291 |
| Construction Managers | \$180.00 | \$189.00 | \$198.45 | \$220-\$276 | \$220-\$287 | \$220-\$287 |
| Resident Engineers | \$ 85.00 | \$ 89.25 | \$ 93.71 | \$235-\$280 | \$235-\$291 | \$235-\$291 |
| Construction Engineers | \$225.00 | \$236.25 | \$248.06 | \$186-\$225 | \$186-\$234 | \$186-\$234 |
| Schedulers | N/A | N/A | N/A | \$165-\$225 | \$165-\$234 | \$165-\$234 |
| Scheduling Engineers | \$200.00 | \$210.00 | \$220.50 | N/A | N/A | N/A |
| Inspectors** | \$215.00 | \$225.00 | \$232.00 | \$178-\$245 | \$178-\$255 | \$178-\$255 |
| Technicians | \$150.00 | \$157.50 | \$165.38 | N/A | N/A | N/A |
| Administrative | \$165.00 | \$173.25 | \$181.81 | \$113-\$154 | \$113-\$160 | \$113-\$160 |
| Labor Compliance | \$155.00 | \$162.75 | \$170.89 | \$135-\$176 | \$135-\$183 | \$135-\$183 |
| Reimbursable Items to be Billed (please list) <i>No Travel reimbursement shall be allowed for this AGREEMENT</i> | | | Estimated Cost Bills | | | |
| | | | <i>(Note, indicated markup should not exceed 10%)</i> | | | |
| | | | Total Cost <i>(if applicable at the time of RFQ)</i> | | % Markup Calculated | |
| MILEAGE per Current IRS Rate | | | At Cost | | N/A | |
| ADD Service | | | At Cost | | 10% | |
| Office supplies as may be needed | | | N/A | | 10% | |

After July 21, 2025, projects that extend beyond the fiscal year in which the D.O. is received, the individuals' rate will adjust by 4% starting the next fiscal year.

* Actual rate used will be based on the individuals proposed for the specific assignment but will not exceed hourly rates listed above.

** Inspectors working on publicly funded projects within the State of California will be paid prevailing wage rates established for that area.

Additional Costs to be included in quote(s) and subject to County's approval.

Subcontractor(s) at cost, plus 10% markup.

No travel reimbursement shall be allowed during this Agreement.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than general prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars (\$1,000).

Under California Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by this RFP may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:

<http://www.dir.ca.gov/public-works/prevailing-wage.html>

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@countyofmonterey.gov:

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@countyofmonterey.gov.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.