

PROFESSIONAL SERVICES AGREEMENT
To Provide On-Call Mechanical Engineering Services 2015-2017

THIS AGREEMENT is executed this 12th day of OCT., 2015, by and between the CITY OF MONTEREY, a municipal corporation, (hereinafter "City"), and Advance Design Consultants hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and,

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

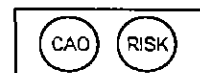
WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following services: Mechanical Engineering Services for the preparation of plans, specifications, cost estimates, calculations, studies, drafting, and other mechanical engineering-related work on an "on-call," "as-needed" basis for miscellaneous undetermined projects. The scope of work, project schedule, and fee for each assigned project will be negotiated on a project-by-project basis, as further described in the City's Request for Proposals ("RFP") dated June 16, 2015, attached hereto as Exhibit "A", and Consultant's Proposal ("Proposal") dated July 20, 2015, attached hereto as Exhibit "B". In case of any conflict between these documents, it is the express intent of the parties hereto that the order of precedence and controlling language shall be in the following order: No. 1 this Agreement; No. 2 the City's Request for Proposals (Exhibit "A"); No. 3 Consultant's Proposal (Exhibit "B"). The Scope of Services under this Agreement shall include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services they will perform, as further set forth in this Agreement and attachments hereto.
- B. **Amendment of Services.** The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written amendment to this Agreement ("Amendment"), signed by the City and Consultant, prior to commencement of any such changes of the Services, however any change in Scope or increase in compensation beyond the Scope or compensation limits amount approved by the Monterey City Council shall be authorized and approved in advance by Council. The City shall not be liable to pay additional compensation to Consultant for any additional services performed without a prior written Notice to Proceed with these amended services.

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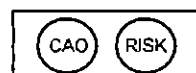


- C. **Supplemental Services.** Consultant shall, if requested in writing by the City, perform supplemental services at the hourly rates set forth in the Fee Schedule attached hereto as Exhibit "C". Consultant shall not provide any supplemental services in excess of the Scope of Services under this Agreement without a prior written Notice to Proceed with these supplemental services. All other terms of this Agreement shall apply to any authorized supplemental services.

2. COMPENSATION

- A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee as set forth in Consultant's Fee Schedule (Exhibit "C"), in a total amount not-to-exceed One Million Dollars (\$1,000,000). Such compensation shall be considered the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule shall include, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until such time as the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant shall submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide invoicing format upon request. Except as specifically authorized by the City, Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:
- i. Project Title, the City's Purchase Order number (when applicable) and City's Project Code(s) for each project;
 - ii. Invoice number and date;
 - iii. A brief description of services performed for each project phase and/or task;
 - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Amendments, if any;
 - v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Amendments, if any;
 - vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
 - vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;

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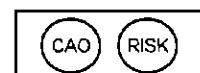
- viii. The amount due for the period covered by this invoice for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task and/or item for the agreed total compensation and approved Amendments, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant invoices, including hourly breakdowns when requested by City, vendor invoices and reimbursable invoices.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement. Consultant shall submit invoices to the City on or before the sixteenth (16th) day of each month for services performed in the preceding month. The City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, the City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant.

The City shall not be obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Fees.** The City may increase or decrease the Maximum Authorized Expenditure by issuing an Amendment to the Agreement in accordance with Section 1.B "Amendment of Services" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant shall so advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates.** Unless noted elsewhere in this Agreement, payment for all authorized services, including payment for authorized supplemental and on-call, as-needed services, shall be made by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C").



E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods shall be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C"). All reimbursable expenses shall be considered as included within the Maximum Authorized Expenditure. Consultant shall be solely responsible for payment to subconsultants and vendors of services or goods, and the City shall not be responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

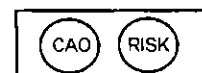
F. **Audit and Examination of Accounts:**

- i. Consultant shall keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
- ii. Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- iii. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any City of the County of Monterey, the County of Monterey or other federal, state, regional or governmental agency which provides funding for these Services.
- iv. Consultant shall include the requirements of Section 2F, "Audit and Examination of Accounts", in any and all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

3. AGREEMENT TERM

- A. **Term.** The work under this Agreement shall commence on the effective date of the Notice to Proceed and shall be in effect for a period of two years unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform any supplemental or on-call services as set out in Section 1.C, "Supplemental and On-Call Services," in a timely manner or in accordance with the agreed upon Project Schedule, completion dates or time periods.
- B. **Timely Work.** Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term," and Section 3.C, "Project Schedule," of this Agreement. Failure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

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- C. **Project Schedule**. If applicable, services shall be completed by Consultant in accordance with the Project Schedule attached hereto as Exhibit "D". The parties may, from time to time, by Amendment, alter the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule Amendment. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant shall immediately notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. **Notice to Proceed**. Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, the City shall issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete those Services within the agreed time period specified in said notice. Consultant shall not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. **CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS**

- A. **Listed Employees and Subconsultants**. Consultant shall perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto as Exhibit "E".
- B. **Substitution of Employees or Subconsultants:**
- i. Consultant shall not substitute any key employee or subconsultant listed in Exhibit "E" without the prior written approval of the City, such approval shall not be withheld unreasonably. The City shall not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
 - ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
 - iii. Regardless of whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City shall not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Sub-agreements with Subconsultants**. Consultant shall incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant shall be fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.

D. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

E. **Independent Contractor:**

- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. Consultant shall be solely liable for the work quality and conditions of any partners, employees and subconsultants.
- ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant 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 Consultant's performance of Services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. **REPRESENTATIVES AND COMMUNICATIONS**

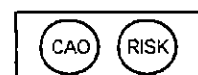
A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: Andreas Baer, P.E.
Title: Associate Mechanical Engineer
Address: City of Monterey, 353 Camino El Estero
Telephone: 831.242.8777
Email: abaer@monterey.org

B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: Lorenzo Rios, P.E.

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Title: President
Address: 998 Park Avenue, San Jose, CA 95126
Telephone: 408.297.1881
Email: lorenzo@adcengineers.com

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as set forth herein as may be required by the City to insure timely and adequate performance of this Agreement.
- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees, if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant further agrees to indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, subconsultants, representatives, patrons, guests or

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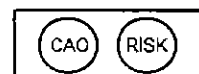
invitees; if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, and excepting such damage or loss arising out of the negligence of the City.]

7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

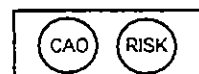
- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:
 - i. All insurance required under this Agreement must be written by an insurance company either:
 - 1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;
 - or
 - 2. an insurance company with a current A.M. Best rating of no less than A:VII.Exception may be made for the State Compensation Insurance Fund when not specifically rated.
 - ii. Each insurance policy required by this Agreement shall state that coverage shall not be canceled, except with notice to the City.
 - iii. The general liability and auto policies shall:

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1. Provide an endorsement naming the City of Monterey, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 2. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Monterey shall be excess to the Consultant's insurance and shall not contribute with it.
 3. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 4. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City of Monterey Risk Management Office. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
 - v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Consultant as named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
 - vi. All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
 - vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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- viii. Consultant shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.

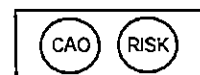
8. PERFORMANCE STANDARDS

- A. Consultant acknowledges and agrees that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, competent have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices, and all work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also acknowledges and agrees that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- C. Consultant 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. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in the Services or failure to meet

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the Project Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.

- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.
- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** It is understood and agreed that the provisions contained in Section 10, Ownership and Use of Materials, shall survive the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant shall provide such additional copies, and the City shall

compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received shall be public records, with the exception of those elements which are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records and the consultant shall indemnify, defend, and hold the City harmless for any such disclosure.

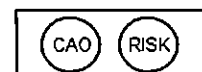
12. CONFLICT OF INTEREST

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code (Resolution No. 12-173 C.S. and any amendment thereof) unless a written determination by the City Manager is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;

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- D. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant shall promptly declare it to the City, and;
- E. Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to an Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City's Deputy City Manager of Plans and Public Works or designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the Deputy City Manager of Plans and Public Works pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within the City of Monterey.
- D. **Legal Action/Claims.** Consultant may not bring legal action against the City to resolve a Dispute as set forth herein until it has exhausted its administrative remedies as set forth in subsections B and C above. All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6) and, if applicable, Monterey City Code Section 1-8.2 regarding claims against the City not otherwise governed by the Government Claims Act.

14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant

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defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, shall not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:

- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
- ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
- iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
- iv. Fails to observe or comply with the City's reasonable instructions;
- v. Breaches the Conflict of Interest provisions of this Agreement; or
- vi. Otherwise violates any provision of this Agreement.

B. **Termination for Convenience.** The City may, at its option, terminate this Agreement, in whole or in part, at any time during the Agreement Term for the convenience of the City.

C. **Steps after Termination:**

- i. Upon termination of this Agreement by the City for any reason, the City shall pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant shall:
 - 1. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
 - 2. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.

- iii. In the event this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

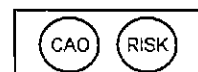
15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.
- B. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Consultant's employment practices or in the furnishing of services to recipients.
- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure.** Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services". Any

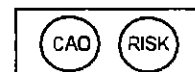
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Amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant 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.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant shall obtain and maintain a valid City of Monterey Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

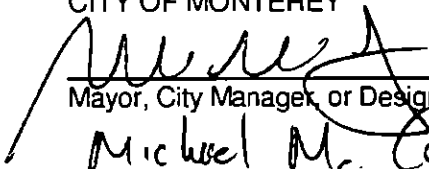
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- O. **On-Call Agreements.** The amount of work (scope of services) to be requested during the Agreement term cannot be well defined at the outset. The Consultant agrees to perform the work on an on-call basis in such increments and at such times as shall be defined in written work requirements to be issued by the City as the need arises. The Consultant agrees that the offer to perform the work at the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C") remains in effect for all work requirements issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first. No minimum dollar value of work is guaranteed by the City.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY



Mayor, City Manager, or Designee Signature

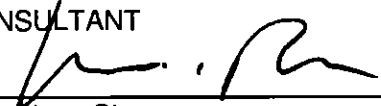
Michael M. Corby

Printed Name

City Manager

Title

CONSULTANT



Consultant Signature

Lorenzo Rios, P.E.

Printed Name

President

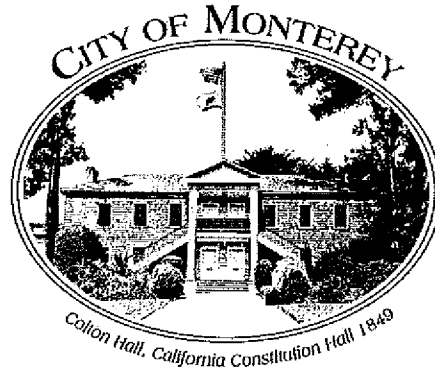
Title

Advance Design Consultants

Consultant Legal Company Name

Exhibit "A"	Request for Proposals
Exhibit "B"	Proposal
Exhibit "C"	Fee Schedule
Exhibit "D"	Project Schedule
Exhibit "E"	Key Employees and Subcontractors

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CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

REQUEST FOR PROPOSALS
TO PROVIDE
ON-CALL MECHANICAL ENGINEERING SERVICES
2015 - 2017

APPROVED:

A handwritten signature in black ink, reading "Robert M. Harary", is written over a horizontal line.

Robert Harary, PE, Principal Engineer/
Capital Programs Manager

DATE: 06/16/2015

REQUEST FOR PROPOSALS
TO PROVIDE
ON-CALL MECHANICAL ENGINEERING SERVICES
2015 - 2017

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CITY OF MONTEREY
REQUEST FOR PROPOSALS
TO PROVIDE
ON-CALL MECHANICAL ENGINEERING SERVICES
2015 - 2017

Proposals Due 2:00 p.m., Tuesday, July 21, 2015

1) INTRODUCTION

The City of Monterey ("City") is seeking technical proposals from qualified consulting firms to provide mechanical engineering services for the preparation of plans, specifications, cost estimates, calculations, studies, drafting and other mechanical engineering related work on an "on-call", "as-needed" basis for miscellaneous undetermined projects. The City wishes to retain as many as two firms for a term of one year with the option to renew for one additional year. The scope of work, project schedule, and fee for each assigned project will be negotiated on a project by project basis.

2) PROJECT DESCRIPTION

As each project becomes available, City staff will inform the selected consultant of the scope of the project and services to be provided. The consultant will in turn provide a detailed, project-specific scope of work, project schedule, and not-to-exceed fee proposal based on the agreed upon on-call hourly rates. Consultant agrees that assignment of projects will ultimately be made at the discretion of the City.

Most assigned projects will be small in nature, and may involve designs of upgrades, replacements and reconfigurations of building systems, including, but not limited to: HVAC, plumbing, fire protection, and various other mechanical engineering projects. The consultant should include subconsultants able to provide all required services noted in this Request for Proposal as well as items the consultant feels may be necessary for such on-call services.

The aggregate not-to-exceed fee for all services provided during the term of the proposed Professional Services Agreement ("Agreement") shall be one million dollars (\$1,000,000). There is no guaranteed minimum amount of work that may be assigned under the Agreement. The proposer agrees that the offer to perform work at the various rates as set forth in the proposer's fee schedule remains in effect for all on-call projects issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first.

If more than one Agreement is awarded, assignment of projects will be made based on a number of factors including, but not limited to: consultant's current workload, available staffing, technical expertise, and performance on prior projects.

3) DRAFT SCOPE OF WORK

The scope of each project will be defined as the projects are submitted to the consultant for preparation of consultant's scope of work, project schedule, and not-to-exceed fee

proposal. The following is a list of potential mechanical design-related services which the City may have need:

- Feasibility Studies
- Mechanical/Electrical Systems Assessment
- Energy and Greenhouse Gas Reduction Strategies
- Renewable Energy Solutions
- Energy Efficiency Upgrades
- HVAC Upgrades, Replacements and Reconfigurations
- Title 24 Energy Documentation
- Energy Rebate Applications
- System Upgrades and Code Compliance, including PG&E Requirements
- Life Cycle Cost Estimates
- Technical Studies, Reports and Presentations
- Fire Protection Systems
- Security Systems and Alarms
- Audio Visual Systems
- Pump Station Equipment Instrumentation
- Boilers, Condensers, Chillers
- Building Management Systems
- LEED Commissioning Support
- Plumbing and Piping Systems
- Telecommunications Systems
- Preliminary Engineering Services
- Design Plans, Specifications and Estimates (PS&E)
- Public Bidding and Construction Phase Support Services
- Peer Review of Mechanical designs prepared by Others
- Coordination with Multiple City Departments, Other Agencies and Utility Providers

The following draft scope of work is for use in preparing the consultant's proposal. While the Consultant is strongly encouraged to modify the following draft scope of work outline based on similar experience and expertise, the following tasks should be considered and addressed or modified in your proposal.

- A) Conduct a kick-off meeting at City offices to confirm procedures, lines of communications, documentation, deliverables schedule, etc. Prepare meeting agendas, take minutes of meetings and briefings noting actions taken, report on consensuses reached and distribute minutes. This includes the kick-off meeting as well as attending meetings throughout the life of the contract with City staff, project stakeholders and various City bodies and conducting project progress meetings (as needed, assumed monthly). Conference calls may be considered in place of face-to-face progress meetings. This excludes projects or phases of projects (such as construction management) where the on-call Mechanical Engineering firm would not be the main service provider.
- B) Review available data and conduct site survey to determine record (as-built) conditions needed in the preparation of displays, reports, plans, etc.

- C) Prepare displays, renderings, exhibits or drawings as needed. They should be of sufficient size, scale, and detail so as to provide a clear understanding of the item under review or consideration.
- D) Evaluate existing facilities in terms of applicable laws, codes and regulations including ADA accessibility regulations.
- E) Prepare preliminary design memorandums documenting and describing existing conditions, technical constraints, alternatives (including advantages and disadvantages), phasing options, maintenance and operations considerations, cost estimates, and recommendations.
- F) Prepare plans, calculations and Title 24 reports for submittal to the City's Building Official for review and approval. Respond to plan check comments, revise plans, specifications and cost estimates accordingly.
- G) Prepare construction plans. Plans are to be produced on 22" x 34" vellum or mylar and to a scale agreed upon by the Project Engineer. The City strongly encourages the use of AutoCAD generated drawings and will give consideration to those firms able to provide the City with ".dwg" files. All plans are to be made to a conventional scale using mechanical units. Milestone submittals are anticipated at 30%, 60%, 90% and 100% completion, depending on project complexity and schedule.
- H) Prepare construction specifications. Prepare complete specifications, not just the technical specifications. Specifications are to follow the City of Monterey format. Milestone submittals are anticipated at 60%, 90% and 100% completion depending on project complexity and schedule.
- I) Prepare construction cost estimates. Cost estimates are to follow the bid schedule format. Milestone submittals are anticipated at 30%, 90% and 100% completion depending on project complexity and schedule.
- J) Make presentations to various City bodies including, but not limited to: Architectural Review Committee, Neighborhood Improvement Program Committee, Parks and Recreation Commission, Planning Commission and/or City Council.
- K) Incorporate changes to contract documents as required by the review process.
- L) During the public bidding phase, provide technical assistance to City staff for responding to Requests for Information and in the preparation of addendums.
- M) During the construction phase, provide technical assistance to City staff for review of project submittals and shop drawings, answer Requests for Information and preparation of change orders along with review of related costs. Perform site visits and prepare record (as-built) drawings as requested.

Note: All reports, plans, specifications, cost estimates, computer files, calculations, exhibits, etc. prepared by the Consultant shall become the property of the City, with the City able to enjoy all rights of ownership including reproduction of the same.

4) CONSULTANT SERVICES NOT EXPECTED BY CONSULTANT

A) The City will not expect the consultant to:

- 1) Obtain rights of ways or rights of entry
- 2) Reproduce and distribute plans and specifications for bidding purposes
- 3) Provide construction testing or construction inspection services
- 4) Obtain permits from any governmental organizations
- 5) Prepare environmental documents

5) SUBMISSION REQUIREMENTS

Firms wishing to be considered for this Agreement should submit, as a minimum, the following:

A) Technical Proposal, 24 individual pages maximum

i.e. 12 double-sided, 24 single-sided or mix thereof for a total of 24 individual pages

- 1) Cover letter of interest. Please identify the location of the key individuals who will be assigned to work on this agreement.
- 2) Brief description of your firm's history, capabilities, and target markets.
- 3) Provide an organizational chart and describe the relevant experience and qualifications of the firm and proposed key personnel that will be assigned to provide the required services.
- 4) Describe at least three specific projects that the firm and proposed key personnel have worked on within the past five years, including client contact names, telephone numbers, and email addresses. If your firm has completed similar projects without the involvement of the proposed key personnel, please note this in your proposal.
- 5) Include sample plans (2 sheets maximum) for recent public agency renovation projects.
- 6) Include at least three references with contact names, telephone numbers, and email addresses and identify projects performed for these references.
- 7) Identify subconsultants to be used, if any, and their roles, areas of expertise, and prior projects completed together.
- 8) Discuss your approach to the scope of work, identifying recommended deviations to the draft scope included in this RFP. Include descriptions of methodology, techniques, and procedures used. Also, note any assumptions.
- 9) A description of how the firm will utilize its resources to accomplish on-call projects in a timely manner. Briefly outline your firm's approach to project management, budget and schedule controls, and quality assurance and control.

- 10) Your proposal should elaborate on all the services your firm offers, even if not specifically asked for in this RFP. If appropriate, identify the number of staff assigned to each of the service areas and summarize their individual qualifications.
- 11) **Please review the attached standard form of Professional Services Agreement for all contractual requirements including insurance and indemnification requirements. Proposers should consider the cost of carrying the insurance required by the attached Agreement. Any exceptions or requested modifications to the form of the Agreement must be included with the proposal.**

B) Fee Proposal

- 1) Provide fee schedules in sealed envelopes for your firm and proposed subconsultants, which include hourly rates for each individual or category of employee (i.e. principal, project manager, staff engineer, technician, etc.). Also, identify any anticipated direct costs (i.e. mileage, lodging, reproduction, etc.) with a not-to-exceed markup of 10%.

6) SUBMISSION OF PROPOSALS

A) Proposals

- 1) Four copies of the technical proposal are to be submitted in one envelope or package clearly marked on the exterior as to this solicitation with due date and time.
- 2) Two copies of the fee proposal must be in one separate sealed envelope or package clearly marked on the exterior as the fee proposal for this solicitation with the due date and time and the proposer's name.

B) Due Date and Time

- 1) Proposals will be received by the City's Capital Projects Division until 2:00 p.m., Tuesday, July 21, 2015. Submit to:

Robert M. Harary, P.E.
Principal Engineer/Capital Programs Manager
City of Monterey, Plans and Public Works Department
353 Camino El Estero
Monterey, CA 93940

7) EVALUATION OF PROPOSALS AND NEGOTIATION PROCEDURES

A) Evaluation Criteria

An Evaluation Committee of City staff will review and evaluate all responsive technical proposals received against the following criteria:

- 1) Demonstrated Success with Similar Projects: Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?
- 2) Understanding of the City's Goals: Based on the information provided by the City and experience, does the proposer understand the project parameters and unique character of Monterey, as well as its neighborhoods, districts, and parks?
- 3) Key Staff: Do the key personnel and subconsultant personnel, if any, to be assigned to this contract have the requisite education, experience, and professional qualifications?
- 4) Familiarity with Locality: Does the firm have familiarity working on projects for the City and on the Monterey Peninsula? How close is the firm's office to Monterey?
- 5) Management Approach: Did the proposer recommend value-added modifications to the City's draft scope of work? How does the proposer intend to achieve the City's budget and time goals for specific projects? How will the firm apply its project management techniques and resources? Does the firm incorporate appropriate QA/QC controls?
- 6) Services Offered: Does the firm and subconsultants, if any, offer the breadth and quality of services required.
- 7) Organization: Is the organizational structure of the firm and subconsultants, if any, suitable for the anticipated projects, and are their resources of sufficient depth to produce quality work in a timely manner?
- 8) Reputation: Are the firm's references from past clients and associates favorable, and does the firm show financial and operational stability?

B) Negotiation Procedures

- 1) At the completion of the review process by the Evaluation Committee, proposers will be ranked based on the Evaluation Criteria described above. The City will select the highest ranked firms or, at the City's option, the most highly qualified firms will form a "short list."
- 2) Should the City elect to establish a short list, the firms on the short list may be asked to formally present their proposal in Monterey and respond to interviewer questions. The interview panel may be the Evaluation Committee, and each firm will be given up to one hour for their presentation and interview.
- 3) Following presentations and interviews, if required by City, the Evaluation Committee will complete its ranking. The sealed fee proposal of the highest ranked firm will then be opened, and negotiations regarding services and fees will commence with that firm. If there is mutual agreement, a Professional Services Agreement will be prepared and issued to the successful firm(s). (The form of Professional Services Agreement is attached to this RFP.) If a

mutual agreement cannot be reached with the highest-ranked firm, then that firm will be excused, and the fee proposal of the next ranked firm will be opened, evaluated, and negotiated.

- 4) The City of Monterey reserves the right to reject any and all proposals and to reissue its Request for Proposals. The City reserves the right to cancel the Agreement at any time and pay the consultant only for costs incurred to that point and for work completed which is deemed usable by the City as determined by the City.

8) POINT OF CONTACT

Interested firms desiring additional information are asked to call Laurie Ann Williamson, P.E., Senior Engineer, at (831) 646-3997 or via email at williamson@monterey.org.

Prospective firms shall not contact City officers or employees regarding this RFP except through the point of contact noted above.

9) GENERAL INFORMATION

- A) The Professional Services Agreement period will commence on the effective date of the Notice to Proceed. The negotiated fee schedule shall remain in effect throughout the duration of the Agreement.
- B) All proposals received shall be considered public records, with the exception of those elements of any proposal that are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary." If disclosure is required under the California Public Records Act or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records, and the consultant shall indemnify, defend, and hold City harmless for any such disclosure.
- C) To view the City of Monterey Master Project List with current Capital Improvement and Neighborhood Improvement Program projects, visit our web site at:

http://monterey.org/Portals/1/peec/nip/NIP_Master_Project_List.pdf

- D) To view City of Monterey Capital Improvement and Neighborhood Improvement Program Manuals, by fiscal year, visit our web site at:

<http://monterey.org/en-us/Departments/Plans-Public-Works/Engineering/NIP-Program>

PROFESSIONAL SERVICES AGREEMENT

for the

[Name of the Project] Project

THIS AGREEMENT is executed this ____ day of _____, 201__, by and between the CITY OF MONTEREY, a municipal corporation, (hereinafter "City"), and [Name of Consultant], (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and,

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following services: [insert general description of the scope of work], as further described in the City's Request for Proposals ("RFP") dated [insert date of RFP] attached hereto as Exhibit "A", and Consultant's Proposal ("Proposal") dated [insert date of Proposal], attached hereto as Exhibit "B" [OPTIONAL LANGUAGE IF NEW SCOPE HAS BEEN CREATED DURING NEGOTIATIONS: and Final Negotiated Scope of Services ("Final Scope") attached hereto as Exhibit "C". In case of any conflict between these documents, it is the express intent of the parties hereto that the order of precedence and controlling language shall be in the following order: No. 1 this Agreement; No. 2 the City's Request for Proposals (Exhibit "A"); No. 3 Consultant's Proposal (Exhibit "B") [or, No. 3 Final Negotiated Scope (Exhibit "C")] [add additional items if applicable, No. 4 – X, insert Exhibits sequentially in the order controlling terms should apply]. The Scope of Services under this Agreement shall include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services they will perform, as further set forth in this Agreement and attachments hereto.
- B. **Amendment of Services.** The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written amendment to this Agreement ("Amendment"), signed by the City and Consultant, prior to commencement of any such changes of the Services, however any change in Scope or increase in compensation beyond the Scope or compensation limits amount approved by the Monterey City Council shall be authorized and approved in advance by Council. The City shall not be liable to pay

additional compensation to Consultant for any additional services performed without a prior written Notice to Proceed with these amended services.

- C. **Supplemental Services.** Consultant shall, if requested in writing by the City, perform supplemental services at the hourly rates set forth in the Fee Schedule attached hereto as Exhibit "C". Consultant shall not provide any supplemental services in excess of the Scope of Services under this Agreement without a prior written Notice to Proceed with these supplemental services. All other terms of this Agreement shall apply to any authorized supplemental services.

2. COMPENSATION

- A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee as set forth in Consultant's Fee Schedule (Exhibit "C"), in a total amount not-to-exceed _____ Thousand Dollars (\$_____.00). Such compensation shall be considered the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule shall include, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until such time as the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant shall submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide invoicing format upon request. Except as specifically authorized by the City, Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:
- i. Project Title, the City's Purchase Order number (when applicable) and City's Project Code(s) for each project;
 - ii. Invoice number and date;
 - iii. A brief description of services performed for each project phase and/or task;
 - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Amendments, if any;
 - v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Amendments, if any;
 - vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;

- vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
- viii. The amount due for the period covered by this invoice for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task and/or item for the agreed total compensation and approved Amendments, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant invoices, including hourly breakdowns when requested by City, vendor invoices and reimbursable invoices.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement. Consultant shall submit invoices to the City on or before the sixteenth (16th) day of each month for services performed in the preceding month. The City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, the City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant.

The City shall not be obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Fees.** The City may increase or decrease the Maximum Authorized Expenditure by issuing an Amendment to the Agreement in accordance with Section 1.B "Amendment of Services" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant shall so advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates.** Unless noted elsewhere in this Agreement, payment for all authorized services, including payment for authorized supplemental and on-call, as-needed services, shall be made by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C").

- E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods shall be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C"). All reimbursable expenses shall be considered as included within the Maximum Authorized Expenditure. Consultant shall be solely responsible for payment to subconsultants and vendors of services or goods, and the City shall not be responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.
- F. **Audit and Examination of Accounts:**
- i. Consultant shall keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
 - ii. Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
 - iii. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any City of the County of Monterey, the County of Monterey or other federal, state, regional or governmental agency which provides funding for these Services.
 - iv. Consultant shall include the requirements of Section 2F, "Audit and Examination of Accounts", in any and all contracts with assignees or subconsultants under this Agreement.
 - v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

3. AGREEMENT TERM

- A. **Term.** The work under this Agreement shall commence [start date of contract] and shall be completed by [end date of contract] unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform any supplemental or on-call services as set out in Section 1.C, "Supplemental and On-Call Services", in a timely manner or in accordance with the agreed upon Project Schedule, completion dates or time periods.
- B. **Timely Work.** Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

- C. **Project Schedule.** If applicable, services shall be completed by Consultant in accordance with the Project Schedule attached hereto as Exhibit "D". The parties may, from time to time, by Amendment, alter the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule Amendment. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant shall immediately notify the City in writing and provide a revised Project Schedule for review and consideration by City.

[THE FOLLOWING PARAGRAPH TO BE INCLUDED IF A PROJECT SCHEDULE IS NOT REQUIRED BUT SPECIFIC PROJECT DATES ARE KNOWN OR REQUIRED]

If a Project Schedule is not required, Consultant shall perform the Services under this Agreement in accordance with the following phase, task and/or milestone dates:

[List phase, task, milestone, funding, design, design review, construction and other deadline dates as applicable]

- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, the City shall issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete those Services within the agreed time period specified in said notice. Consultant shall not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants.** Consultant shall perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto as Exhibit "E".

B. **Substitution of Employees or Subconsultants:**

- i. Consultant shall not substitute any key employee or subconsultant listed in Exhibit "E" without the prior written approval of the City, such approval shall not be withheld unreasonably. The City shall not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
- ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.

- iii. Regardless of whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City shall not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Sub-agreements with Subconsultants.** Consultant shall incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant shall be fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- D. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.
- E. **Independent Contractor:**
- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. Consultant shall be solely liable for the work quality and conditions of any partners, employees and subconsultants.
- ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant 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 Consultant's performance of Services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: _____

Title: _____

Address: _____
 Telephone: _____
 Email: _____

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Email: _____

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as set forth herein as may be required by the City to insure timely and adequate performance of this Agreement.
- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

Consultant further agrees to indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, subconsultants, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the City.

7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:

i. All insurance required under this Agreement must be written by an insurance company either:

- 1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;

or

- 2. an insurance company with a current A.M. Best rating of no less than A:VII.

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Exception may be made for the State Compensation Insurance Fund when not specifically rated.

- ii. Each insurance policy required by this Agreement shall state that coverage shall not be canceled, except with notice to the City.
- iii. The general liability and auto policies shall:
 - 1. Provide an endorsement naming the City of Monterey, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 - 2. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Monterey shall be excess to the Consultant's insurance and shall not contribute with it.
 - 3. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 - 4. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City of Monterey Risk Management Office. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Consultant as named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
- vi. All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any

means including other insurance, or which is intended to defeat the intent or protection of an additional insured.

vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

viii. Consultant shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.

8. PERFORMANCE STANDARDS

- A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, competent have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the highest standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices and all work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- C. Consultant 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. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.

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- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.
- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** It is understood and agreed that the provisions contained in Section 10, Ownership and Use of Materials, shall survive the

expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.

- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant shall provide such additional copies, and the City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received shall be public records, with the exception of those elements which are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records and the consultant shall indemnify, defend, and hold the City harmless for any such disclosure.

12. CONFLICT OF INTEREST

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code (Resolution No. 12-173 C.S. and any amendment thereof) unless a written determination by the City Manager is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;

- B. Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant shall promptly declare it to the City, and;
- E. Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City's Deputy City Manager of Plans and Public Works or designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the Deputy City Manager of Plans and Public Works pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within the City of Monterey.
- D. **Legal Action/Claims.** Consultant may not bring legal action against the City to resolve a Dispute as set forth herein until it has exhausted its administrative remedies as set forth in subsections B and C above. All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6) and, if applicable, Monterey City Code Section

1-8.2 regarding claims against the City not otherwise governed by the Government Claims Act.

14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, shall not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
 - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
 - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
 - iv. Fails to observe or comply with the City's reasonable instructions;
 - v. Breaches the Conflict of Interest provisions of this Agreement; or
 - vi. Otherwise violates any provision of this Agreement.
- B. **Termination for Convenience.** The City may, at its option, terminate this Agreement, in whole or in part, at any time during the Agreement Term for the convenience of the City.
- C. **Steps after Termination:**
- i. Upon termination of this Agreement by the City for any reason, the City shall pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
 - ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant shall:
 - 1. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and

2. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.

iii. In the event this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.
- B. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Consultant's employment practices or in the furnishing of services to recipients.
- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure.** Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

- D. **Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services". Any Amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant 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.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.

- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant shall obtain and maintain a valid City of Monterey Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

[INCLUDE THE FOLLOWING SECTION IF PSA IS FOR AN ON-CALL CONTRACT OR CONTAINS OPTION FOR ON-CALL WORK]

- O. **On-Call Agreements.** The amount of work (scope of services) to be requested during the Agreement term cannot be well defined at the outset. The Consultant agrees to perform the work on an on-call basis in such increments and at such times as shall be defined in written work requirements to be issued by the City as the need arises. The Consultant agrees that the offer to perform the work at the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C") remains in effect for all work requirements issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first. No minimum dollar value of work is guaranteed by the City.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY

CONSULTANT

Mayor, City Manager, or Designee Signature

Consultant Signature

Printed Name

Printed Name

Title

Title

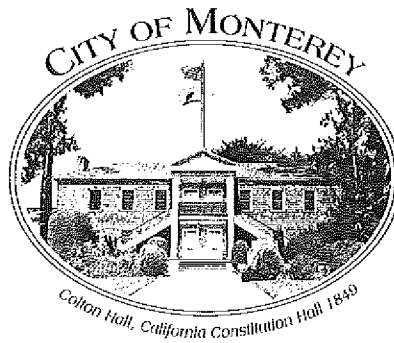
Consultant Legal Company Name

[EDIT LIST OF ATTACHMENTS]

Exhibit "A"	Request for Proposals
Exhibit "B"	Proposal
Exhibit "C"	Fee Schedule
Exhibit "D"	Project Schedule
Exhibit "E"	Key Employees and Subcontractors

T00020-CA (v. 2.3 – 03/11/2015)





DEPARTMENT OF PLANS & PUBLIC WORKS
Capital Projects Division

July 15, 2016

SUBJECT: **ADDENDUM #1 – Request for Proposals (RFP) to Provide On-Call Mechanical Engineering Services 2015-2017**

Dear Professionals:

The City of Monterey would like to clarify the following:

Question #1:

Does the page count of 25 pages include the cover and back page and can the responding parties include page dividers in the proposal without it being included as the page count?

Answer:

Item 5A, Submission Requirements clarification:

Technical Proposal, 24 individual pages maximum does not include front cover, back cover or dividers so long as the dividers separate sections of the proposal and do not contain proposal information for evaluation.

Question #2:

Are you looking specifically for mechanical engineering firms or would a program management firm qualify as a commissioning services provider to undertake the non-design tasks?

Answer:

The Request for Proposals is seeking qualified firms to perform mechanical engineering services as outlined in the RFP. Interested firms may submit on their own or as teams in order to provide the requested services.

Question #3:

Is there a size requirement for the pages and can a Z-fold for sample plans be included?

Answer:

The size requirement for pages is 8 ½ x 11 and yes, a sample plan can be included as a Z-fold in the submittal.

If you have any questions, please contact me at (831) 646-3997 (or email wittv@monterey.org). Thank you for your continued interest in this project

Sincerely,

Laurie A. Williamson, P.E. - Page 44 of 75

Senior Engineer





July 20th, 2015

City of Monterey
 Plans and Public Works Department
 353 Camino El Estero, Monterey, CA 93940

Subject: On-Call Mechanical Engineering Services for the City of Monterey 2015-2017
 Attention: Robert M. Hurary, P.E., Principal Engineer & Capital Programs Manager

Dear Mr. Robert M. Hurary, P.E.:

Please find attached herein our Statement of Qualifications for the subject project.

Established in 1984, ADC has been providing quality engineering and design consulting services in the local and federal environment for the last 30 years. Headquartered in the heart of Silicon Valley, all key individuals assigned for this project are located at our headquarters in **San Jose, CA**. ADC has diverse municipal experience for local and federal entities throughout the Bay Area and Monterey Peninsula.

ADC is respectfully requesting the opportunity to demonstrate our firm's qualifications in regards to the project scope.

ADC is a:

Small Business Enterprise (SBE)

Minority Owned Business (MBE)

Disadvantage Business Enterprise (DBE)

Advance Design Consultants, Inc. ADC offers a tremendous wealth of mature knowledge and level of experience and attention to detail surpasses most industry leaders. Throughout the industries served, we take precedence in the delivery of sustainable solutions while balancing economic, environmental, and reliable design. With a roster of comprehensive services available to the customer, our Company supports clients at every stage, from initial concept to detailed design and construction support. ADC has performed very challenging projects with very limited time schedules for the Educational, Public, Industrial and Governmental sectors. Conducting efficient, effective job site investigations and providing quality control during the entire design process leads our designs to be extremely accurate and very detailed. As a result of this, the majority of our clients are repeat satisfied customers.

Outstanding Experience and Performance. As a firm, we have developed a reputation for excellence, unequalled timeliness and budget performance. We specialize in mechanical engineering services, including HVAC, Feasibility Studies, Plumbing Process Piping Systems, Boilers, Condensers, and Chillers to name a few. With essentially the same team and same Senior Staff proposed for this proposal, we have met every intermediate and final deadline, and completed each project within the allocated budget and timeline. ADC has worked in a local government setting numerous times giving us experience and know-how to deliver efficient, accurate and timely drawings.





Project Delivery Approach. From our prior experience, we know that the success of any project is to assign highly experienced individuals who understand the project policies and procedures and who have been through the planning, design, and construction phases expected in a local government environment. Lorenzo Rios, P.E. is the President and Owner of ADC. For the last 30 years, Mr. Rios and the ADC team have developed an expertise for expediting agency approvals because of the experience and history of dealing with these agencies. ADC experience has determined that expedited agency approvals are achieved only through proper and timely documentation and submissions. Having dealt with Permitting Offices and Publicly Funded Institutions, ADC's biggest advantage is understanding the process, procedures and contract language of these agencies. This intimate knowledge dictates WHO, WHAT and WHEN; ultimately allowing ADC to cut through bureaucracy and paperwork delays in order to receive expedited approvals. ADC's previous clients includes: **The Cities of San Jose, Sunnyvale, Palo Alto, Fremont, Milpitas, San Mateo, Vallejo, Mountain View, The County of Santa Clara, Department of Energy, Department of Veterans Affairs, NASA-Ames, Lawrence Berkeley National Laboratory, UC Santa Cruz, Stanford University** and numerous other clients.

Project Control. ADC provides comprehensive project management during all phases of projects. ADC Project Managers, provide detailed Gantt charts for coordinating with the client, staff, consultants, contractors and any other parties involved. During the conceptual and detailed design phase, the project manager is in charge of the daily control of the tasks, utilizing three week look heads, pull schedules and project milestones in order to keep scope schedule and budget within project parameters. ADC ensures that the staff assigned to the project is fully qualified to perform the necessary tasks required of them and that their current work load will not impact their ability to meet the projected deadlines. Our firm recognizes the importance of remaining within budget, and has developed various tracking measures to make certain budgets are carefully supervised throughout the project. Our Team's Quality Control, Quality Assurance and Engineering Manager will provide value engineering, review of retrofit concepts, cost modeling, and design integration of structures and systems throughout the project.

We trust that you will find our qualifications acceptable and will give ADC the opportunity to make a personal presentation of our capabilities.

Sincerely Yours,

Advance Design Consultants, Inc.,



Lorenzo Rios, P.E.

President

2. Firm Description

Overview

When we have a greater understanding of an industry, a question, a new technology, we can provide better solutions for our clients. Our team has undertaken diverse projects ranging from feasibility studies, HVAC upgrades, to LEED commissioning support. We are recognized as leading experts in a range of specialties from mechanical, electrical and plumbing design.

Location

Located in the heart of Silicon Valley, ADC has been doing business in California for over 30 years. Our close proximity to the City of Monterey gives us the ability to attend meetings on short notice and provide excellent customer service to city staff and personnel.

Size

ADC is a certified SBE and DBE. Our greatest asset in being a smaller/ medium sized company is our ability to mobilize, respond and react. In our involvement with each project we strive for proper allocation of resources, time commitment and 100% client satisfaction. In an ever changing environment; circumstances, conditions and people change and our ability to understand and adjust is our biggest strength.

Specialized Experience

Municipal projects are a specialty for Advance Design Consultants, Inc. We have designed more than 25 million square feet of inspiring, purposeful and realistic

space giving us the confidence to get you where you need to be.

Planning and function aligned with excellent design is an inherent part of our practice, intrinsic in every project. Our planning staff is adept at incorporating these principles to create rich environments. More comfortable and productive. More efficient and inspiring. Our experience allows us to benchmark critical issues of flexibility, functionality, and financial viability, and provide the insight our clients need to make informed decisions about their project and future of their organization.

By becoming an extension of our clients' organizations, we are better able to understand their needs. ADC is particularly sensitive to the relationship between members, employees and personnel. Integration of complex systems and critical, functionally-driven spaces within these municipal facilities require an understanding of people, process and vision.

ADC has successfully held **on-call contracts** with local, state and federal agencies including: **Department of Veterans Affairs (VA) Pacific Health Care System, VA VISN21, VA San Francisco, VA Palo Alto, NASA Ames Research Center, United States Navy Western Division, Alameda County, United States Air Force, Lawrence Berkeley National Laboratory, Pacific Gas & Electric Company, United States Department of Defense, City of Palo Alto, Santa Clara County and San Mateo County.**

2. Firm Description

Background Overview

Designs Focus

Our expert staff excels in the level of finite detail incorporated into each set of construction drawings. Based on this level of detail, it takes the guesswork out of the design when handed to the contractors and allows for accurate, competitive bidding and delivers to the customer a product that exactly matches their requirement.

ADC is committed to total customer satisfaction, project accuracy and completeness, and project reliability. We pride ourselves in our ability to extend the level of technology into all industries with reliable predictions, and generate repeat customers.

ADC is a true leader in the marketplace for pioneering new technology. We utilize the latest in technological advances and theories while maintaining the balance between tried and true practical engineering practices.

Innovation by Design

We believe ADC has significant synergies with City of Monterey. Our goal is to identify these opportunities and provide collaboration and assistance to enhance and deliver emerging technologies, and sustaining practices. The next section describes our past experience and projects relevant to those markets.

Mechanical Systems

- Central Plant Heating and Cooling Systems
- Boiler Design
- Chiller Design
- Cooling Tower Design
- Pumping Systems
- Heating water, chilled water, and condenser
- Water Piping Systems
- Glycol Feed Systems
- Office VAV Systems
- Constant Volume Systems
- Heat Pump Systems
- Temperature Control Systems
- Fire Sprinkler Systems
- Radiant In-Floor Heating Systems
- Existing System Renovations and Remodels
- Lab Exhaust Fan Systems
- ISO Certified Clean Room Systems
- Exhaust systems for industrial applications
- Air Scrubber Systems

Electrical Systems

- Site Photometric Analysis
- Interior and Exterior Lighting Design
- Electrical Service One-Line Diagrams
- Short Circuit Analysis
- Office Core and Shell Design
- Retail Big Box Design
- Office/Warehouse Design
- Recreation Center Design
- Industrial Process Infrastructure Design
- Medical Office Building Design
- Medical Imaging Equipment Infrastructure Design
- Generator Design and Specification
- Computer Room UPS Design and Specification
- Fire Alarm Design and Layout

Innovation Without Compromise

Plumbing, Process Piping, and Chemical Systems

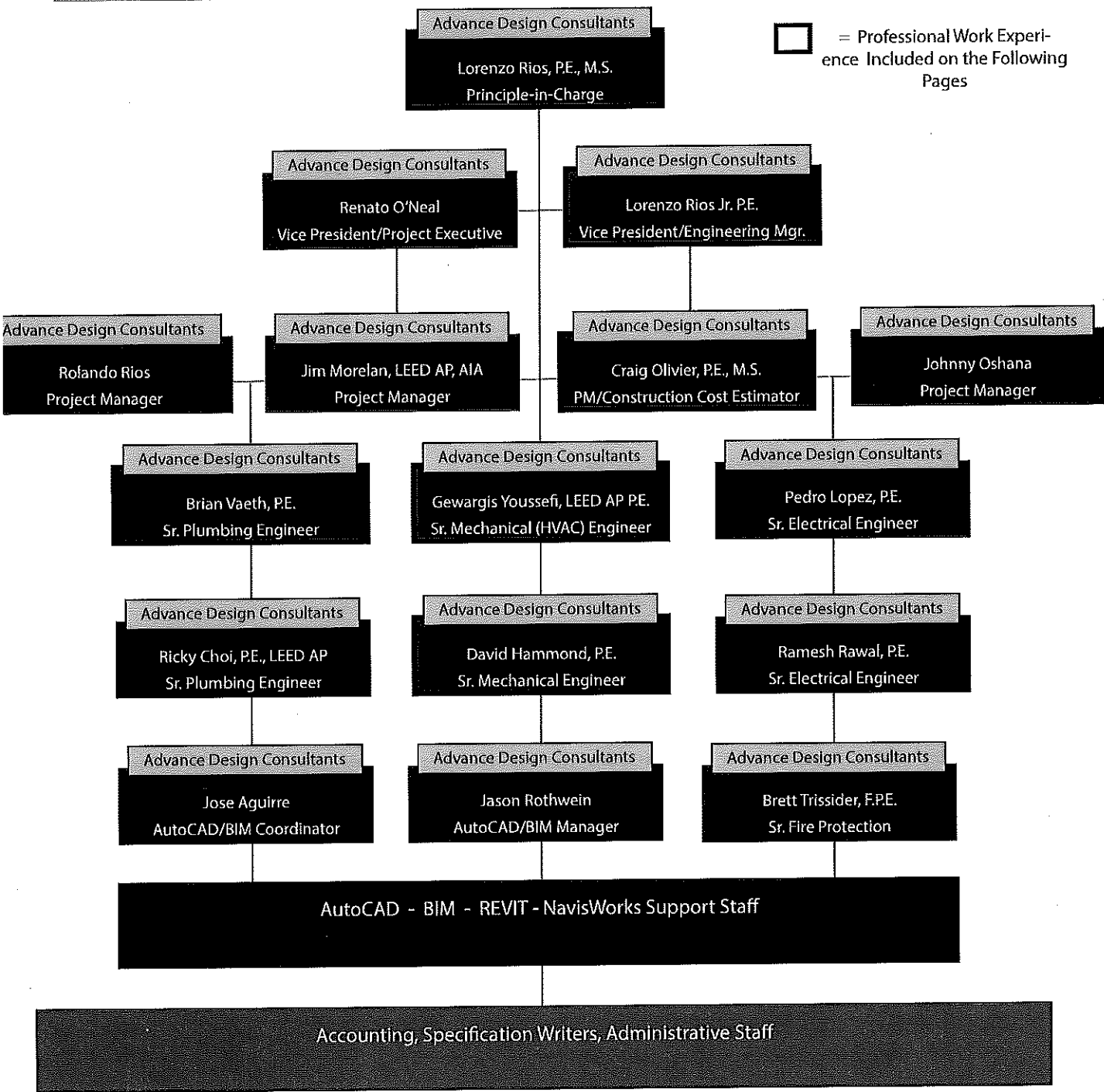
Commercial waste and vent systems
Commercial domestic water and hot water systems
Central domestic water heating plant design
Storm water systems
Storm water pre-treatment systems
Commercial plumbing systems design
Grease waste systems
Sump pump/sewage ejector/lift station design
Medical gas systems for hospitals and clinics
Veterinarian clinic plumbing
Medical gas systems, Vacuum systems
Correctional facilities plumbing design
Acid neutralizing pre-treatment systems
Deionized water systems

Compressed air equipment and piping design
Natural gas piping systems
Propane gas piping, High purity gas systems
High Pressure process piping systems
Toxic and Flammable Leaker Storage Facilities,
IPA Storage and Distribution Systems
Diesel Tank and Piping Systems (2nd Containment)
Liquid Nitrogen Storage, Evaporator, and distribution
Inert Gasses (Argon, Helium, Nitrogen)
Waste water collection, heavy metal, solvent
Sanitary and drain water systems
RO Water and DI water systems
Piping Expansion, Flexibility and Stress Analysis



3. Organizational Chart

Project Team



3. Project Team

Overview

Advance Design Consultants, Inc. affirms that each representative listed below will be immediately available for the duration of "On-Call Mechanical Engineering Services" project. That includes; pre-meetings, document preparation, construction documents, bidding support and construction support services. No changes will be made to the team presented. ADC's office is located at 998 Park Ave, San Jose CA 95126, which is **less than a 1.5 hour drive** from the City of Monterey.

Lorenzo Rios, P.E., Principal in Charge – California – M21000 – 1980, California E10342 – 1979

Mr. Rios will be the Principal in Charge for the project. Lorenzo holds a Master's of Science in Mechanical Engineering, a Bachelors of Science in Electrical Engineering, and has over 35 years of multi-disciplinary engineering experience. As the CEO and owner of ADC, Inc. Mr. Rios has extensive experience overseeing, managing, and participating in every part of the design process. His experience includes working extensively with HVAC systems, process piping, fire protection, plumbing, power distribution, motor control centers, boiler installation and replacement, tool installations, and programmable logic control. As P.I.C., Lorenzo will be responsible for the oversight of the entire project.

Mr. Rios was the Principal-In-Charge for projects including:

- 2015 – Veterans Affairs Menlo Park - B334 HVAC Renovations
- 2014 – City of Palo Alto- Lucie Stern MEP Building Upgrades
- 2013 – City of Vallejo - VTA Transit Center - MEP Services
- 2012 – City of Milpitas - Community Center HVAC Modifications
- 2011 – County of San Mateo Medical Center Main Steam Boiler

Lorenzo Rios Jr., P.E., Vice Present, Engineering Manager - California - M36814-2013

Mr. Rios will be the Project Manager. He holds a Bachelor's Degree in Mechanical Engineering from San Jose State University. With a Thermal Fluids focus in mechanical engineering, Lorenzo has extensive knowledge of complex mechanical systems which he applies to all projects he manages. His experience is multi-disciplinary and he is well versed in the electrical engineering, structural engineering, and building design standards. Mr. Rios has experience organizing and facilitating all phases of the design-build process, including developing project objectives and goals, determining project phasing and grouping, coordinating schedules, controlling project costs and analyzing value engineering opportunities. His 10 years of engineering experience is diversified to include a wide range of technical and communication skills which can be applied to an assortment of industries.

Mr. Rios was the Vice President and Engineering Manager for projects including:

- 2015 – Veterans Affairs Menlo Park - B334 HVAC Renovations
- 2014 – City of Palo Alto- Lucie Stern MEP Building Upgrades
- 2013 – City of Vallejo - VTA Transit Center - MEP Services

3. Project Team

Overview

2012 – City of Milpitas - Community Center HVAC Modifications

2011 – County of San Mateo Medical Center Main Steam Boiler

Craig Olivier, P.E., PM/Construction Cost Estimator California - M38671 Arizona- 37364

Mr. Olivier has over 25 year of experience in technical design, construction management, and contract administration. Mr. Olivier has had responsibilities for managing both design and construction projects for upgrades and existing facilities. For the last 8 years, he has served as a project manager for Advance Design Consultants, and its sister company: ADC Construction Management. His role includes managing projects for clients in a plethora of different industries, including High-Tech and Government entities. Mr. Olivier is multi-faceted in his expertise, and coordinates interdisciplinary activities to ensure that onsite safety is being met in addition to overall design objectives.

Mr. Olivier was the PM/Construction Cost Estimator for projects including:

2015 – Veterans Affairs Menlo Park - B334 HVAC Renovations

2014 – City of Palo Alto- Lucie Stern MEP Building Upgrades

2013 – City of Vallejo - VTA Transit Center - MEP Services

2012 – City of Milpitas - Community Center HVAC Modifications

2011 – County of San Mateo Medical Center Main Steam Boiler

David Hammond, P.E., Senior Mechanical Engineer California - M30389 - New York - 16 073561

Mr. Hammond is a Senior Mechanical Engineer at ADC. Mr. Hammond holds a Bachelor of Science in Mechanical Engineering from the State University of New York at Stonybrook, and has over 10 years of engineering experience. David has extensive experience working with HVAC cooling and heat load calculations, and his areas of expertise includes plumbing layout and design for commercial and government buildings.

Mr. Hammond was a leading Senior Mechanical Engineer for projects including:

2015 – Veterans Affairs Menlo Park - B334 HVAC Renovations

2014 – City of Palo Alto- Lucie Stern MEP Building Upgrades

2013 – City of Vallejo - Lucie Stern MEP Building Upgrades

Brian Vaeth P.E., Senior Plumbing Engineer - California - M35387 - 2008

Mr. Vaeth is a Senior Plumbing Engineer at ADC. He brings over 6 years of engineering experience diversified in the design

3. Project Team

Overview

of innovative building mechanical system designs, central boiler and cooling plants, site utilities, HVAC, process piping, fire protection, plumbing and building automation controls. Mr. Vaeth has successfully completed domestic and international projects for the commercial, industrial, federal and biotech markets.

Mr. Vaeth was a leading Senior Plumbing Engineer for projects including:

- 2015 – Veterans Affairs Menlo Park - B334 HVAC Renovations
- 2014 – Lawrence Livermore National Laboratory B121, 231, Boiler Replacement
- 2014 – City of Palo Alto- Lucie Stern MEP Building Upgrades
- 2013 – City of Vallejo - VTA Transit Center - MEP Services
- 2012 – City of Milpitas - Community Center HVAC Modifications

Gewargis Yousseffi, P.E. LEED A.P. BD+C Senior Mechanical Engineer - California -M33044

Mr. Yousseffi is a Senior Mechanical Engineer at ADC. He brings over 10 years of extensive engineering experience in projects including HVAC Upgrades, Feasibility Studies, Renewable Energy Solutions, Mechanical System Designs, Central Boiler and Cooling Plants, Site Utilities, and Fire Protection. Mr. Yousseffi has successfully completed multiple Federal and Municipal projects, and is able to effectively coordinate with multiple city departments, permitting agencies, and utility providers.

Mr. Yousseffi was a leading Senior Plumbing Engineer for projects including:

- 2015 – Veterans Affairs Menlo Park - B334 HVAC Renovations
- 2014 – Lawrence Livermore National Laboratory B121, 231, Boiler Replacement
- 2014 – City of Palo Alto- Lucie Stern MEP Building Upgrades
- 2013 – City of Vallejo - VTA Transit Center - MEP Services
- 2012 – City of Milpitas - Community Center HVAC Modifications

4. Previous Projects

The City of Palo Alto - Lucie Stern

PROJECT DETAILS

- **Location** City of Palo Alto
- **Performance** 9 Months
- **Client Reference** Matt Raschke
- **Phone #** (650) 496-5937
- **Address** PO Box 10250
Palo Alto, CA 94303
- **Type of Contract** A,M,E,P,S/C
- **Contract Value** \$324,598.00

Scope of Work

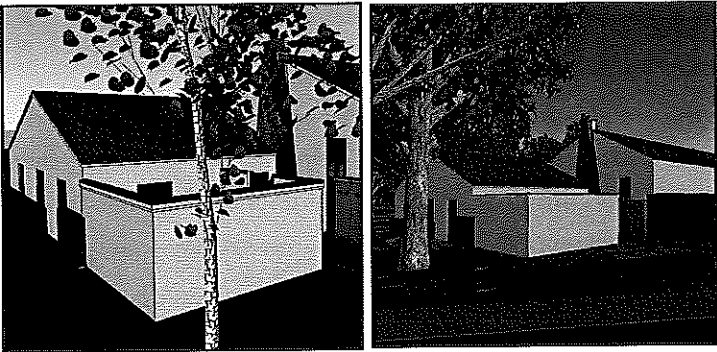
The Lucie Stern Buildings Mechanical/Electrical Upgrades project encompassed three (3) separate buildings; Palo Alto Children’s Theater, Lucie Stern Community Theater and Lucie Stern Community Center. The buildings were constructed in 1936 and are located at 1305 Middlefield Road, Palo Alto. The professional services were divided into three (3) separate work packages. Each professional service work package incorporated a Study Phase, Conceptual Design, Construction Drawings and Bidding/Construction phase.

Advance Design Consultants, Inc. (ADC) provided architectural/engineering consulting services for the evaluation, analysis, recommendation and design for mechanical, electrical and fire/life safety upgrades and improvements, along with any associated structural upgrades for the City of Palo Alto Children’s Theatre.

ADC provided engineering consulting services for the evaluation, analysis, recommendation and design for the electrical only upgrades for the Lucie Stern Community Theater. ADC also provided engineering consulting services for the evaluation, analysis, recommendation and design for the mechanical only upgrades, along with any associated electrical/structural support for the new equipment for the Lucie Stern Community Center.

Relevance

- | | |
|----------------------|-----------------------|
| MEP Design | Tenant Improvement |
| Architectural Design | Interior Design |
| ADA Upgrades | Adherence to Schedule |
| Exterior Renovation | Cost Estimating |
| Utility Expansion | Occupied Building |



4. Previous Projects

Full MEP Services - Vallejo Transit Center - City of Vallejo

PROJECT DETAILS

- **Location:** Transit Center, Vallejo
- **Square Footage:** 5000 sq. ft.
- **Design Duration:** 10 Months
- **Constr. Duration:** 18 Months
- **Project Owner:** Daniel Hartman
408.490.2012
Daniel.Hartman@aecom.com
- **Type of Contract:** MEP
- **Contract Value:** \$85,000.00

Scope of Work

ADC was faced with the challenge to build a 5,000 Square Foot, low maintenance; high performance building that would be as close to Net-Zero as possible. This was primarily due to City of Vallejo operating budgets that were tightly constrained, as the funds to construct were from a Federal Grant.

ADC developed an innovative, closed-loop water-source heat pump HVAC system that was approximately 40% better than California Title-24. The system was closed loop, and used very reliable and simple equipment to keep the operating and maintenance costs at minimal levels.

The lighting system for the building was all T-5 lamps with lighting controls. The lighting for the outdoor bus canopy was high efficiency LED lighting.

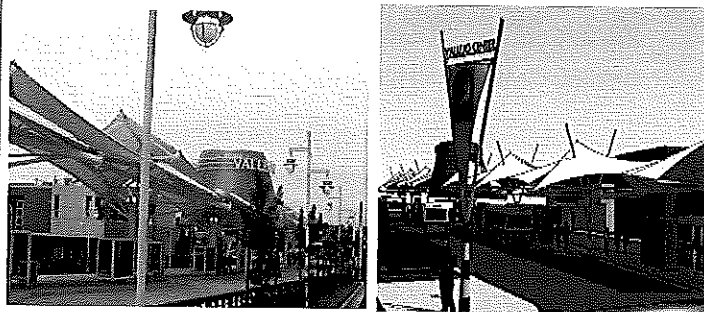
The power for the building was supplemented by an 8 kW roof-mounted photovoltaic system that acts as net-metering. Based on the estimated building loads during the day and night, the building achieved a close-to Net-Zero approach to building construction. The project consisted of development of a 2,600 SF two-story transit center building and a bus-stop shelter.

This building was developed and designed as a LEED-Certified building. This building's HVAC system exceeds Mechanical Title-24 standards by 45%, and with the installation of over 8 kW of Photovoltaic Panels, will be a near Net-Zero Electrical Building.

Bus shelter's lighting design is using light-shifting LED style units. This is the same system that ADC had won an award in 2007 for "Best Transportation Project" for the Palo Alto VTA Bus Station.

Relevance

- MEP Engineering Services for Municipal
- Maintained User Requirements
- Integrated USGBC LEED Guidelines



4. Previous Projects

Facilities Condition Assessments VA Sierra Pacific Network (VISN 21)

PROJECT DETAILS

• Location	Monterey, Palo Alto, Menlo Park, Livermore.
• Performance	06/01/2009- 08/01/2009
• Client Reference	Roger Gee roger.gee@va.gov (650) 849-1200
• Type of Contract	A,M,E,P,S/C
• Contract Value	\$720,000.00

prehensive review and updates to the red/green reports were made to clearly identify needed or critical systems upgrades, retrofits, modifications, code compliance and or general improvements for all buildings using VA Grading Guidelines, VA Standards and VA Policies. The ADC team provided tier 1 energy conservation feature recommendations (rough scale of magnitude) for each building's Electrical and Mechanical systems. Additionally, the final report from ADC provided a top ten list focused on the critical systems, code compliance / VA standards and general conditions to provide a basis for ongoing capital planning needs for the VA.

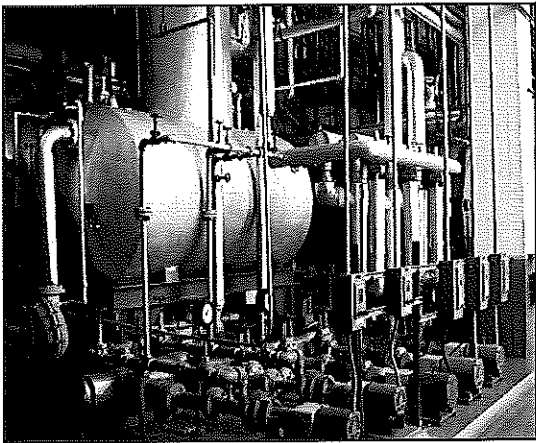
Relevance

MEP Design	Plumbing and Piping Systems
Facility Condition Assessment	Adherence to Schedule
Exterior Renovation	Cost Estimating
Utility Expansion	Occupied Building

Scope of Work

Advance Design Consultants provided capital consulting, assessment and inspection services utilizing engineers and technical experts for the evaluation of existing VA facilities in Livermore, Palo Alto, Menlo Park and Monterey. Thorough analysis was conducted for all architectural building landscape, ADA compliance, site signage and site access security), Civil, Electrical, Mechanical, Plumbing, Fire Protection, Structural Engineering, Cost Estimation, and specialty trade (life safety and elevator) systems and sub-systems. Cost estimation services included the actual work required for the project as well as the design costs, construction costs, market conditions and direct impact costs.

The study was focused on evaluation and assessment of the entire VISN 21 geographic area totaling approximately 2.5 million square feet. ADC conducted tours and interviews to garner general insight and working knowledge of critical, primary and secondary systems. Comprehensive



4. Previous Projects

City of Milpitas - Mechanical & Electrical Design for Community Center

PROJECT DETAILS

- **Location** Milpitas, CA
- **Performance** 01/20/2011- 03/31/2011
- **Client Reference** Michael Boitnott
mboitnott@ci.milpitas.ca.gov
(408) 591-9219
- **Type of Contract** M,E
- **Contract Value** \$255,751.30

Scope of Work

Advance Design Consultants worked in partnership with Biggs Cardosa Associates to provide Mechanical, Electrical and Architectural Engineering design support for the replacement of HVAC rooftop units at the City of Milpitas Community Center. ADC prepared full construction-ready documents and written specifications to provide a complete and workable HVAC replacement solution. ADC's design also consisted of replacing the existing pneumatic controls with a simplified wireless digital control solution coordinate with PG&E to secure rebates/incentives associated with the project.

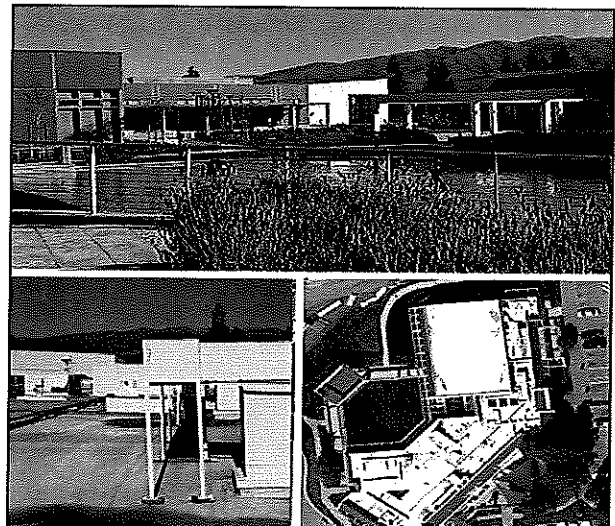
ADC created As-Builts of specific construction areas for replacement of VAV's/Reheat Coils, AHU's and associated ductwork at the rooftop level. They provided a new air handler replacement equivalent for each location to match the load requirements spec-

ified, and provided a simplified wireless control solution to modulate rooftop AHU's and the VAV's with associated reheat coils.

ADC replaced main rooftop electrical panels and disconnected power feeds from existing units and reconnected them to the new units. Furthermore, ADC provided roofing details for curbs/sleeper configurations as needed for the AHU replacements. The project was completed on time and on budget.

Relevance

MEP Design	Plumbing and Piping Systems
Quality Control	Adherence to Schedule
Exterior Renovation	Cost Estimating
HVAC Replacement	Occupied Building



4. Previous Projects

VA Menlo Park - Building 334 Entire HVAC Replacement

PROJECT DETAILS

- Location** City of Menlo Park
- Performance** 07/28/2013 - In Progress
- Client Reference** Karen Lee
650-493-5000 x-67322 (MP)
Karen.lee3@va.gov
- Type of Contract** Full Design BIM
- Contract Value** \$600,000.00

Advanced Design Consultants (ADC) was hired, as prime, to provide design services for the complete renovation of the HVAC system. Also included in the assessment was a review of existing controls, electrical system, Fire/Life Safety and Plumbing as it related to the HVAC system.

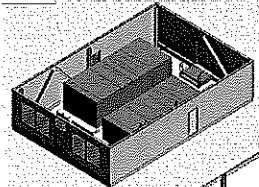
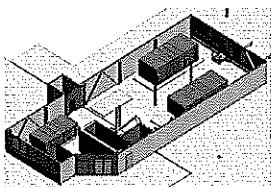
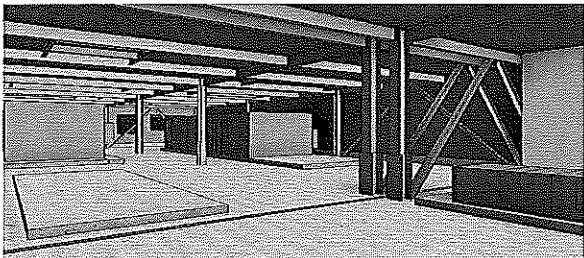
ADC's design services included, an option phase, schematic, design development, construction drawings and construction administration. The scope of work included whole building site survey, which yielded a complete set of HVAC as built drawings (since no drawings were available) for all mechanical rooms, ductwork distribution, as well as the entire building Architectural layout. It was conclude that all air handling units that serve building B334 with the exception of AC-11 located in the basement mechanical room, needed to be replaced. ADC performed load calculation, designed ductwork modification for each department in order to meet current VA requirements, coordination with vendors to identify elec-

trical capacity and selection options for air handling units. Internally ADC utilizing Revit and CAD files in order to prepare the construction drawings for delivery in BIM.

Construction cost estimates were provided at each stage to assist with capital planning for construction and to remain within budget (Air Handling Units Replacement) as well as next phase upgrades of CHW, HHW, CW, VAV Terminal units, Ductwork system and controls. Extensive construction phasing documents we provided since the entire building needed to remain operational during construction.

Relevance

- | | |
|---------------------|-----------------------------|
| MEP Design | Plumbing and Piping Systems |
| HVAC Replacement | Adherence to Schedule |
| Interior Renovation | Cost Estimating |
| Utility Expansion | Occupied Building |



6. References

On-Call Mechanical Engineering Services

1. Dennis Huebner - City of Palo Alto
250 Hamilton Avenue
Palo Alto, CA 94301
(650) 496-6970
Projects: City of Palo Alto Golf Course CPA, Ventura HHW, MSC Bldg C Gas Line Upgrade.

2. Mike Dolder - University of California, Santa Cruz
1156 High Street
Santa Cruz, CA 95064
(831) 459-2754
Projects: UC Santa Cruz Fanwall Replacement

3. Bob Van Heusen - City of Sunnyvale
456 W. Olive Avenue
Sunnyvale, CA 94086
(408) 364-6603
Projects: City of Sunnyvale Fire House Exhaust, Fire Station's Ring Down, Sunken Gardens, City Hall Annex Generator,

7. Subconsultants

On-Call Mechanical Engineering Services

Advance Design Consultants intends to complete 100% of the tasks assigned in this on-call contract.

8. Approach to Scope of Work

On-Call Mechanical Engineering Services

The following scope of work has been modified for the consultant's proposal. The Scope of Work was modified by the City's provided draft scope of work, with the consultant's modifications highlighted in **bold text**.

- A) Conduct a kick-off meeting in the City offices to confirm procedure, lines of communications, documentation, deliverables schedules, etc. Prepare meeting agendas, take minute meetings and briefings noting actions taken, report on consensuses reached and distribute minutes. This includes the kick-off meeting as well as attending meetings throughout the life of the contract with City staff, project stakeholders and various City bodies and conducting project progress meetings (as needed, assumed monthly). Conference calls may be considered in place of face-to-face progress meetings. This excludes projects or phases of projects (such as construction management) where the on-call Mechanical Engineering firm would not be the main service provider.
- B) Review available data and conduct site survey to determine record (as-built) conditions needed in the preparation of displays, reports, plans, etc. **It is proposed that if no AutoCAD and/or PDF drawings are available the site survey team would survey as required to develop complete as-built drawings in AutoCAD/Revit format sufficient for the proposed project.**
- C) Prepare displays, renderings, exhibits, or drawings as needed. They should be of sufficient size, scale, and detail so as to provide a clear understanding of the item under review or consideration.
- D) Evaluate existing facilities in terms of applicable laws, codes, and regulations including ADA accessibility regulations. **It is expected that this will include, but is not limited to the latest of the following; 2013 California Codes, City of Monterey Municipal Codes, NEC, NFPA, ASHRAE, Title-24, LEED, etc.**
- E) Prepare preliminary design memorandums documenting and describing existing conditions, technical constraints, alternatives (including advantages and disadvantages,) phasing options, maintenance and operations considerations, cost estimates, and recommendations.
- F) Prepare plans, calculations, and Title 24 reports for submittal to the City's Building Official for review and approval. Respond to plan check comments, revise plans, specifications, and cost estimates accordingly.
- G) Prepare construction plans. Plans are to be produced on 22" x 34" vellum or mylar and to a scale agreed upon by the Project Engineer. **All plans generated for the City shall be AutoCAD generated drawings (".dwg" files) at a minimum. In addition to AutoCAD for plan generation, Revit will be used for three-dimensional renderings and clash detection at the City's discretion. All plans are to be made to a conventional scale using mechanical units. Milestone submittals are anticipated at 30%, 60%, 90%, and 100% completion, depending on project complexity and schedule.**
- H) Prepare construction specifications. Prepare complete specifications, not just the technical specifications. Specifications are to follow the **latest** City of Monterey format. Milestone submittals are anticipated at 60%, 90%, and 100% completion depending on project complexity and schedule.

8. Approach to Scope of Work

On-Call Mechanical Engineering Services

- I) Prepare construction cost estimates. Cost estimates are to follow the bid schedule format. Milestone submittals are anticipated at 30%, 90%, and 100% completion depending on project complexity and schedule. **The cost estimates shall be developed using multiple sources to ensure accuracy of budgets for the City. The proposed reference sources will include, but is not limited to; Latest versions of RSMeans Building Construction Data, Saylor Current Construction Costs and budget quotations obtained from equipment manufacturers.**
- J) Make presentations to various City bodies including, but not limited to: Architectural Review Committee, Neighborhood Improvement Program Committee, Parks and Recreation Commission, Planning Commission and/or City Council. **Depending on the presentation location, the presentation may be made using Power Point, Handouts, Gator board renderings, etc.**
- K) Incorporate changes to contract documents as required by the review process. **Changes during the 30%, 60%, 90%, and 100% design phase will be tracked via meeting minutes. Changes to plans after the project has been sent out to bid or during construction will be clouded with delta triangles and noted on frame as revisions or addendums.**
- L) During the public bidding phase, provide technical assistance to City staff for review of project submittals and shop drawings, answer Requests for Information and preparation of change orders along with review of related costs. Perform site visits and prepare record (as-built) drawings as requested.

Note: All reports, plans specifications, cost estimates, computer files, calculations, exhibits, etc. prepared by the Consultant shall become the property of the City, with the City able to enjoy all rights of ownership including reproduction of the same.

Exclusions:

- A) The City will not expect the consultant to:
 - 1) Obtain rights of ways or rights of entry
 - 2) Reproduce and distribute plans and specifications for bidding purposes
 - 3) Provide construction testing or construction inspection services
 - 4) Obtain permits from any governmental organizations
 - 5) Prepare environmental documents.

9. Pre-Task Order Procedure

Project Management Approach

ADC has a tremendous amount of understanding and knowledge of the process involved with On-Call contracts. The pre-scribed methodology below, which ADC has created from their years of experience, is a two-phased approach which includes a **Contractual Phase** and **A/E Phase** beginning with the clear identification of City Point(s) of Contact immediately upon receipt of scope of work from Project Manager.

Contractual Phase:

- Step – 1: ADC's City Point of Contact (POC) receives Task Order Scope of Work from Project Manager (PM).
- Step – 2: POC contacts Project Manager within 24 hours to schedule a job walk and site tour within 7 business days.
- Step – 3: After confirmation of Job Walk with PM, POC will coordinate internal company resources with division Heads/Captions for assignment based on experience and requirements of project.
IF NEEDED - Contact and provide scope of work to Sub Consultants required for project and coordinate availability for job walk.
- Step – 4: POC attends job walk with Assigned Project Manager, Internal Engineering Resources and Required subs.
- Step – 5: POC collects all associated hours from PM and team and completes final version of ARCHITECT - ENGINEER FEE PROPOSAL and submits to PM no later than 48 hours after job walk.
IF NEEDED – POC resubmits to PM as changes in scope or fees are needed.

ADC's single POC during the initial Contracting phase allows for efficient, streamlined communication and Immediate Response, Scheduling, Pricing and Submission.

A/E Phase:

- Step – 6: Once an ARCHITECT - ENGINEER FEE PROPOSAL is accepted and a Notice to Proceed is Received ADC's Project Manager takes over and becomes the Primary Point of Contact for the PM. The PM schedules meetings, field work, and design review meetings for the entire project, at the beginning of the project, to ensure the schedule is achieved.
- Step – 7: POC then turns the A/E portion of the work over to the PM.
- Step – 8: PM follows both Process Flow and Milestone Scheduling Chart until completion of project.

9. Approach to Budget & Schedule Controls

Project Management Approach

Advance Design Consultants has over 30 years experience in the design and construction industries on the west coast and our personnel have a tremendous amount of knowledge and experience developing and delivering accurate budget & schedules. Historically, ADC has a less than 1% rate of change orders, one of the most reliable in the industry. Utilizing the below four principles, ADC is able to effectively manage budget & schedule controls.

Beyond Operational Requirements

- Familiarity with Local Initiatives – Standards/ Manuals
- Human Capital – Senior Engineers with abundance of experience
- Environment/Demographic
- Process/Work Flow – Experience with City of Monterey
- Continuous Validation/check points with Owner

Client Oriented with Engineering Input

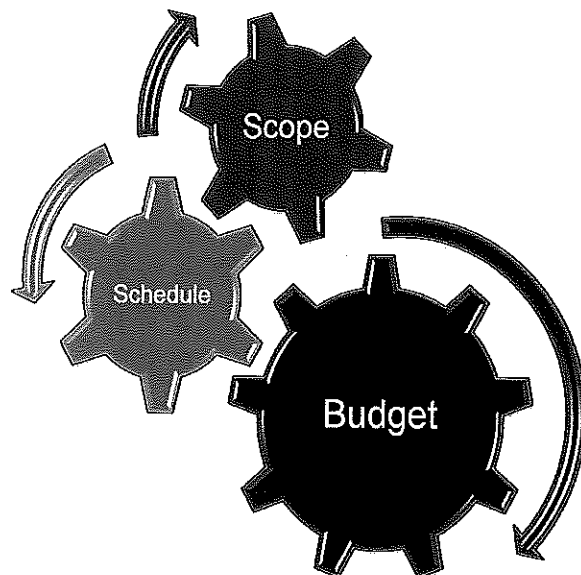
- Alignment with Business
- Operational Requirements
- Total Cost of Ownership
- Constructability
- Reliability
- Serviceability

Client Dictated Schedule

- Seasonal Constraints taken into consideration
- Financial Calendar Considerations
- Material/ Equipment
- Criticality/ Time Sensitivity

ADC Company Goals

- Integration into City of Monterey Culture
- Extension of City of Monterey Services
- Extension of City of Monterey Knowledge
- Accountability for Solutions
- 100% Satisfaction
- Timely Turnaround



9. Quality Assurance/Control Protocol

Project Management Approach

A. OBJECTIVE:

1. Incorporate quality assurance process in the development of design and construction documents.
2. Start quality assurance at the beginning stage of the project so that as the documents are brought along incorporating successively more detailed information, that quality is constantly being maintained.
3. Include and schedule quality assurance review as part of each design phase.
4. Preparation up-front including a detailed plan for how the documents will be organized and coordinated is vital to the success of the project.

B. RESPONSIBILITY:

1. Overall Project Manager shall:
 - a) Assure that Quality Control Protocols are being followed.
 - b) Arrange for peer reviews.
 - c) Coordinate reviews of ADC Independent QA/QC Committee.
 - d) Participate in document checking.
2. Project Manager shall:
 - a) Supervise and conduct the execute Quality Control Protocols.
 - b) Coordinate with Consultants for document coordination.
 - c) Conduct document checking.
 - d) Revise documents as needed to respond to quality assurance comments, both City of Monterey and in-house.
3. Consultants have primary responsibility for quality assurance of their disciplines and cross coordination with other consultants.

C. CITY OF MONTEREY PROTOCOL:

1. Observe City of Monterey requirements as a minimum:
 - a) "A/E Submission Instructions for Major New Facilities, Additions, & Renovations".
 - b) A/E Review Checklists for various disciplines.

D. PROCESS:

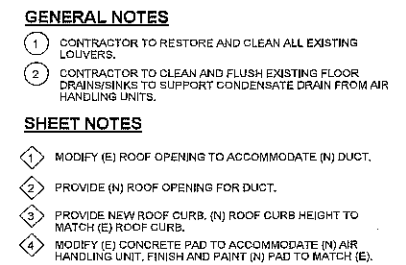
1. Follow City requirements.
2. Project Manager assigns team members to specific areas of documentation for quality assurance.
 - a) ADC shall jointly develop a common layout and page format for documents.
 - b) Establish common software programs being used for document preparation.
 - c) Establish common terminologies and titles being used for document preparation.
3. CAD Coordinator (of each discipline) develops CADD Layering Format for his/her discipline.

9. Quality Assurance/Control Protocol

Project Management Approach

- a) ADC shall jointly develop a common architectural CADD Layering Format.
4. Establish Building Information Model (BIM) automatic features as early as possible to use for coordination and clash detection, including use of laser scan technology to document existing conditions.
5. Quality Assurance Steps:
 - a) At the beginning of each design phase, Project Manager shall supervise the preparation. Overall Project Manager shall verify that preparation is done. Preparation shall include:
 - 1) A list of the required scope-of-work to be accomplished. Develop list from Memorandum-of-Agreement, submittal requirements and checklists, and from Design Team's own checklists.
 - 2) A list of applicable data needed for the work is in-hand.
 - 3) A list of applicable City requirements.
 - 4) A list of documents being prepared and their Table of Contents.
 - 5) A sample format for each document type.
 - 6) A "cartoon" set of drawings as appropriate.
 - 7) Hold review session with ADC Independent QA/QC Committee.
 - 8) Review with City Project Manager.
 - b) Project Manager discusses quality assurance with Consultants in bi-weekly meetings
 - c) During each design phase, Project Manager makes periodic checks of documents in preparation, including those of Consultants, as they are available.
 - d) At end of each design phase, Project Manager (of all disciplines) makes initial document checking. Checking includes cross coordination of disciplines.
 - e) Overall Project Manager and Project Manager (of all disciplines) both review final documents prior to submittal to City.
 - f) Conduct peer review by exchanging review sets.
 - g) Submit documents to City for their quality assurance and criteria review.
 - h) After City quality assurance and criteria review, Project Manager supervises the consolidation of all review comments into one control document and distributes to all disciplines. Hold meeting with Consultants to review all comments.
 - i) Project manager coordinates the revisions and responses to City and in-house comments for incorporation into work of next design phase.

ADC's high level of project management, quality and client cost control is derived from its own developed Quality Assurance Plan, which can be reviewed at client request. This document and subsequent review processes by the Lead/Senior staff at ADC ensures that all final drawings and design packages that leave our office are free from errors and omissions, and can be fabricated and installed in the manner shown across all disciplines in a coordinated effort.




**Office of
Facilities
Management**

 Department of
Veterans Affairs

10. Staff Services

Overview

As discussed in **Section 2 - Firm Discription**, Advance Design Consultants is a full-service engineering firm, specializing in Mechanical, Electrical and Plumbing Engineering. ADC currently employs **32 employees** in a wide range of disciplines, and holds partnerships with a network of trusted sub consultants - ensuring that your project gets completed with the highest quality, on schedule and on budget.



Lorenzo Rios, PE, MS
Principal-In-Charge of City Projects

PROJECT MANAGEMENT/LEED AP
Capacity: 8

QUALITY CONTORL/QUALITY ASSURANCE
Capacity: 2

ARCHITECTURAL/INTERIOR DESIGN
Capacity: 5

MECHANICAL, PLUMBING & ELECTRICAL
Capacity: 18

STRUCTRUAL/CIVIL
Capacity: 1

COST ESTIMATING/SPECIFICATION WRITERS
Capacity: 2

FIRE PROTECTION AND LIFE SAFETY
Capacity: 1

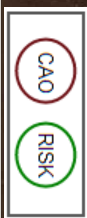
Key Benefits of ADC

- CA Certified in all Disciplines
- +30 Years of Federal/Municipal Experience
- +500 Successful Projects Completed with Northern CA Cities/Counties
- +30 Engineers on Staff (A, M, E, P, FPE)
- In-depth Knowledge of Municipal Processes and Standards
- Consolidated Disciplines Under One Roof.

11. Contract Acceptance

Overview

There are no exceptions noted. Advance Design Consultants, Inc. will accept all conditions and requirements identified in the Attachment -“Professional Services Agreement.”



Advance Design Consultants, Inc.

998 Park Ave. San Jose, CA 95126

Phone: 408.297.1881

Fax: 408.294.3186

www.adcengineers.com

CHARGE HOURLY RATE SCHEDULE

Item	Discipline	Billing Rate
0001	Principal/Mgr	\$195.00
0002	Project Manager	\$150.00
0003	Cost Estimator	\$150.00
0004	Architect	\$175.00
0005	Architect-Designer	\$135.00
0006	Structural Engineer	\$170.00
0007	Structural Designer	\$135.00
0008	Mechanical Engineer	\$140.00
0009	Mechanical Designer	\$120.00
0010	Electrical Engineer	\$140.00
0011	Electrical Designer	\$120.00
0012	Civil Engineer	\$135.00
0013	Geotechnical Engineer	\$135.00
0014	Drafter	\$85.00
0015	Spec Writer	\$85.00

These hourly rates are based on personnel salaries, overhead, mark-up, and profit.

MISCELLANEOUS FEES

The following services are billed at 10% mark-up:

- Subcontracted services (including Consultants, Contractors, Legal, and materials).
- Permit fees or filing fees advanced by us.
- Transportation, meals and lodging for overnight travel and incidental travel expenses.
- Commercial delivery services, including Federal Express, Express Mail and Messenger Services.
- Excessive long distance telephone calls, telegrams, and other costs directly applicable to the project.
- Outside printing services.
- Additional project insurance.

MILEAGE \$.56/mile or Current allowable rate established by the IRS



Michelle Manos,
Interim Capital Programs Coordinator
City of Monterey
353 Camino El Estero
Monterey, CA 93940

Project Schedule

“Upon notification by the City, which shall include a request for services, Consultant shall provide a schedule of tasks for review and approval by the city”

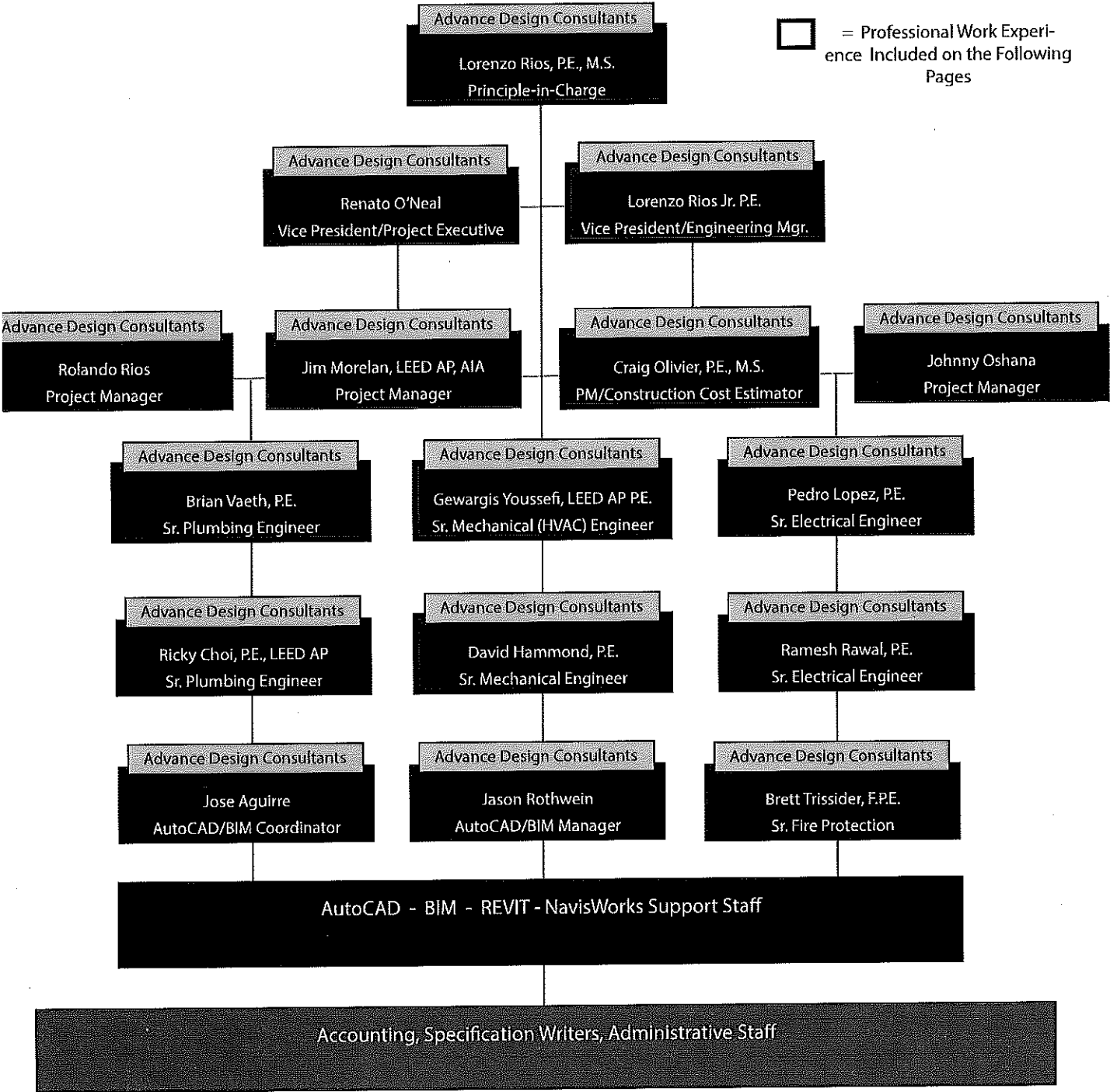


A handwritten signature in black ink, appearing to read 'L Rios', positioned above a horizontal line.

**Lorenzo Rios, P.E., President/CEO
Advance Design Consultants, Inc.**

3. Organizational Chart

Project Team



3. Project Team

Overview

Advance Design Consultants, Inc. affirms that each representative listed below will be immediately available for the duration of "On-Call Mechanical Engineering Services" project. That includes; pre-meetings, document preparation, construction documents, bidding support and construction support services. No changes will be made to the team presented. ADC's office is located at 998 Park Ave, San Jose CA 95126, which is **less than a 1.5 hour drive** from the City of Monterey.

Lorenzo Rios, P.E., Principal in Charge – California – M21000 – 1980, California E10342 – 1979

Mr. Rios will be the Principal in Charge for the project. Lorenzo holds a Master's of Science in Mechanical Engineering, a Bachelors of Science in Electrical Engineering, and has over 35 years of multi-disciplinary engineering experience. As the CEO and owner of ADC, Inc. Mr. Rios has extensive experience overseeing, managing, and participating in every part of the design process. His experience includes working extensively with HVAC systems, process piping, fire protection, plumbing, power distribution, motor control centers, boiler installation and replacement, tool installations, and programmable logic control. As P.I.C., Lorenzo will be responsible for the oversight of the entire project.

Mr. Rios was the Principal-In-Charge for projects including:

- 2015 – Veterans Affairs Menlo Park - B334 HVAC Renovations
- 2014 – City of Palo Alto- Lucie Stern MEP Building Upgrades
- 2013 – City of Vallejo - VTA Transit Center - MEP Services
- 2012 – City of Milpitas - Community Center HVAC Modifications
- 2011 – County of San Mateo Medical Center Main Steam Boiler

Lorenzo Rios Jr., P.E., Vice Present, Engineering Manager - California - M36814-2013

Mr. Rios will be the Project Manager. He holds a Bachelor's Degree in Mechanical Engineering from San Jose State University. With a Thermal Fluids focus in mechanical engineering, Lorenzo has extensive knowledge of complex mechanical systems which he applies to all projects he manages. His experience is multi-disciplinary and he is well versed in the electrical engineering, structural engineering, and building design standards. Mr. Rios has experience organizing and facilitating all phases of the design-build process, including developing project objectives and goals, determining project phasing and grouping, coordinating schedules, controlling project costs and analyzing value engineering opportunities. His 10 years of engineering experience is diversified to include a wide range of technical and communication skills which can be applied to an assortment of industries.

Mr. Rios was the Vice President and Engineering Manager for projects including:

- 2015 – Veterans Affairs Menlo Park - B334 HVAC Renovations
- 2014 – City of Palo Alto- Lucie Stern MEP Building Upgrades
- 2013 – City of Vallejo - VTA Transit Center - MEP Services

3. Project Team

Overview

2012 – City of Milpitas - Community Center HVAC Modifications

2011 – County of San Mateo Medical Center Main Steam Boiler

Craig Olivier, P.E., PM/Construction Cost Estimator California - M38671 Arizona- 37364

Mr. Olivier has over 25 year of experience in technical design, construction management, and contract administration. Mr. Olivier has had responsibilities for managing both design and construction projects for upgrades and existing facilities. For the last 8 years, he has served as a project manager for Advance Design Consultants, and its sister company: ADC Construction Management. His role includes managing projects for clients in a plethora of different industries, including High-Tech and Government entities. Mr. Olivier is multi-faceted in his expertise, and coordinates interdisciplinary activities to ensure that onsite safety is being met in addition to overall design objectives.

Mr. Olivier was the PM/Construction Cost Estimator for projects including:

2015 – Veterans Affairs Menlo Park - B334 HVAC Renovations

2014 – City of Palo Alto- Lucie Stern MEP Building Upgrades

2013 – City of Vallejo - VTA Transit Center - MEP Services

2012 – City of Milpitas - Community Center HVAC Modifications

2011 – County of San Mateo Medical Center Main Steam Boiler

David Hammond, P.E., Senior Mechanical Engineer California - M30389 - New York - 16 073561

Mr. Hammond is a Senior Mechanical Engineer at ADC. Mr. Hammond holds a Bachelor of Science in Mechanical Engineering from the State University of New York at Stonybrook, and has over 10 years of engineering experience. David has extensive experience working with HVAC cooling and heat load calculations, and his areas of expertise includes plumbing layout and design for commercial and government buildings.

Mr. Hammond was a leading Senior Mechanical Engineer for projects including:

2015 – Veterans Affairs Menlo Park - B334 HVAC Renovations

2014 – City of Palo Alto- Lucie Stern MEP Building Upgrades

2013 – City of Vallejo - Lucie Stern MEP Building Upgrades

Brian Vaeth P.E., Senior Plumbing Engineer - California - M35387 - 2008

Mr. Vaeth is a Senior Plumbing Engineer at ADC. He brings over 6 years of engineering experience diversified in the design

3. Project Team

Overview

of innovative building mechanical system designs, central boiler and cooling plants, site utilities, HVAC, process piping, fire protection, plumbing and building automation controls. Mr. Vaeth has successfully completed domestic and international projects for the commercial, industrial, federal and biotech markets.

Mr. Vaeth was a leading Senior Plumbing Engineer for projects including:

- 2015 – Veterans Affairs Menlo Park - B334 HVAC Renovations
- 2014 – Lawrence Livermore National Laboratory B121, 231, Boiler Replacement
- 2014 – City of Palo Alto- Lucie Stern MEP Building Upgrades
- 2013 – City of Vallejo - VTA Transit Center - MEP Services
- 2012 – City of Milpitas - Community Center HVAC Modifications

Gewargis Yousseffi, P.E. LEED A.P. BD+C Senior Mechanical Engineer - California -M33044

Mr. Yousseffi is a Senior Mechanical Engineer at ADC. He brings over 10 years of extensive engineering experience in projects including HVAC Upgrades, Feasibility Studies, Renewable Energy Solutions, Mechanical System Designs, Central Boiler and Cooling Plants, Site Utilities, and Fire Protection. Mr. Yousseffi has successfully completed multiple Federal and Municipal projects, and is able to effectively coordinate with multiple city departments, permitting agencies, and utility providers.

Mr. Yousseffi was a leading Senior Plumbing Engineer for projects including:

- 2015 – Veterans Affairs Menlo Park - B334 HVAC Renovations
- 2014 – Lawrence Livermore National Laboratory B121, 231, Boiler Replacement
- 2014 – City of Palo Alto- Lucie Stern MEP Building Upgrades
- 2013 – City of Vallejo - VTA Transit Center - MEP Services
- 2012 – City of Milpitas - Community Center HVAC Modifications

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456 W. Olive Avenue
Sunnyvale, CA 94086
(408) 364-6603
Projects: City of Sunnyvale Fire House Exhaust, Fire Station's Ring Down, Sunken Gardens, City Hall Annex Generator,

7. Subconsultants

On-Call Mechanical Engineering Services

Advance Design Consultants intends to complete 100% of the tasks assigned in this on-call contract.