MONTEREY COUNTY BOARD OF SUPERVISORS

<table>
<thead>
<tr>
<th>MEETING: March 22, 2011 – Consent</th>
<th>AGENDA NO.:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SUBJECT:</strong></td>
<td></td>
</tr>
<tr>
<td>a) Receive a report from the Building Services Department on revenue projections in excess of Fiscal Year (FY) 2010-11 budget;</td>
<td></td>
</tr>
<tr>
<td>b) Approve the increase of appropriations in the amount of $741,905 in FY 2010-11 to allow the expenditure of the anticipated additional revenue (Fund 001, Unit 8170, Appropriation Unit RMA011) (4/5th vote required);</td>
<td></td>
</tr>
<tr>
<td>c) Authorize the Auditor-Controller to amend the Building Services Department’s FY 2010-11 budget by increasing estimated revenues (Source 4230 – Construction Permits) and appropriations (Object 6613 – Other Professional &amp; Special Services) by $741,905 (4/5th vote required);</td>
<td></td>
</tr>
<tr>
<td>d) Approve Amendment No. 1 to the Professional Services Agreement with California Code Check where the total amount not to exceed is increased from $100,000.00 to not to exceed $165,000.00 with no change to the scope of work for plan check, inspection and related services.</td>
<td></td>
</tr>
<tr>
<td>e) Ratify Amendment No. 1 to the Professional Services Agreement with JAS Pacific, Inc. where the total amount not to exceed is increased from $100,000.00 to not to exceed $250,000.00 and amendment to payment provisions, with no change to the scope of work for plan check, inspection and related services.</td>
<td></td>
</tr>
<tr>
<td>f) Ratify Amendment No. 1 to the Professional Services Agreement with Taluban Engineering, Inc. where the total amount not to exceed is increased from $100,000.00 to not to exceed $190,000.00 and to change the length of term from June 30, 2011 to April 30, 2011, with no change to the scope of work for plan check, inspection and related services.</td>
<td></td>
</tr>
<tr>
<td>g) Authorize the Purchasing Manager to execute said Amendments as well as future amendments that do not significantly alter the scope of work or change the approved Agreement amount.</td>
<td></td>
</tr>
</tbody>
</table>

**DEPARTMENT:** RMA – Building Services

**RECOMMENDATIONS:**

It is recommended that the Board of Supervisors

- a) Receive a report from the Building Services Department on revenue projections in excess of Fiscal Year (FY) 2010-11 budget;
- b) Approve the increase of appropriations in the amount of $741,905 in FY 2010-11 to allow the expenditure of the anticipated additional revenue (Fund 001, Unit 8170, Appropriation Unit RMA011) (4/5th vote required);
- c) Authorize the Auditor-Controller to amend the Building Services Department’s FY 2010-11 budget by increasing estimated revenues (Source 4230 – Construction Permits) and appropriations (Object 6613 – Other Professional & Special Services) by $741,905 (4/5th vote required);
- d) Approve Amendment No. 1 to the Professional Services Agreement with California Code Check where the total amount not to exceed is increased from $100,000.00 to not to exceed $165,000.00 with no change to the scope of work for plan check, inspection and related services.
- e) Ratify Amendment No. 1 to the Professional Services Agreement with JAS Pacific, Inc. where the total amount not to exceed is increased from $100,000.00 to not to exceed $250,000.00 and amendment to payment provisions, with no change to the scope of work for plan check, inspection and related services.
- f) Ratify Amendment No. 1 to the Professional Services Agreement with Taluban Engineering, Inc. where the total amount not to exceed is increased from $100,000.00 to not to exceed $190,000.00 and to change the length of term from June 30, 2011 to April 30, 2011, with no change to the scope of work for plan check, inspection and related services.
- g) Authorize the Purchasing Manager to execute said Amendments as well as future amendments that do not significantly alter the scope of work or change the approved Agreement amount.
SUMMARY/DISCUSSION:

The Building Services Department collects fees for services to be performed when County residents apply for building permits. One such fee is for checking the plans and specifications submitted as part of the building permit application. State law (see Exhibit D) requires the County to contract with or employ a private entity or persons on a temporary basis to perform the plan-checking function when excessive delays as defined exist in providing services. During FY 2010-11 to date, the Department has experienced an increase in workload that has resulted in excessive delays in the plan checking function and applicants are requesting the use of outside services to remedy the delays. To handle the increased workload within statutory timelines, it was necessary to engage the services of outside consultants. EsGil Corporation, California Code Check, JAS Pacific, Inc and Taluban Engineering, Inc. are currently contracted to perform this service. In order to ensure continuous service to our customers and prevent unnecessary delays, it was critical to continue with the provision of contract services prior to processing and finalizing an amendment to the contract. We also did not anticipate the increased volume of work that would be necessary. Contract services will allow the department to substantially remove the backlog. We will be reviewing alternatives to reduce reliance on these contracts in the coming months.

The resultant revenue from the increase in workload is estimated to be $741,905 over the current budgeted amount of $2,547,336. The Department is requesting the approval of contract amendments, attached as Exhibits A, B, and C, increasing both the amount and length of term for existing consultants to handle the additional workload and provide the temporary plan checking services as required by State law.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

<table>
<thead>
<tr>
<th>Detail of Appropriation Request</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary Savings</td>
<td>(96,028) Grdng Insp &amp; Asst Dir Positions</td>
</tr>
<tr>
<td>FY11 Charges for Asst Dir BSD</td>
<td>58,283 3-16-11 thru 6-30-11</td>
</tr>
<tr>
<td>California Code Check</td>
<td>165,000 Agreement Expires 6-30-11</td>
</tr>
<tr>
<td>EsGil Corporation</td>
<td>100,000 Agreement Expires 6-30-11</td>
</tr>
<tr>
<td>JAS Pacific</td>
<td>250,000 Agreement Expires 6-30-11</td>
</tr>
<tr>
<td>Taluban Engineering</td>
<td>190,000 Agreement Expires 4-29-11</td>
</tr>
<tr>
<td>Contingency</td>
<td>74,651</td>
</tr>
<tr>
<td><strong>Total Increase in Appropriations</strong></td>
<td><strong>$ 741,905</strong></td>
</tr>
</tbody>
</table>

This table depicts the increased expenditures that will be offset due to the increase in revenues and includes a contingency amount of $74,651 for unforeseen events. There will be no additional impact to the General Fund as a result of this action. The Department will continuously reviewing revenue projections to manage expenditures within projected revenues for FY 2011.

Prepared by:  
Karen Riley-Olms  
Management Analyst II, Interim

Approved by:  
Timothy P. McCormick, P.E., CBO  
Director of Building Services

Dated: March 15, 2011

Attachments: Board Order, Exhibits A, B, C, and D
Before the Board of Supervisors in and for the
County of Monterey, State of California

a) Receive a report from the Building Services Department on revenue projections in excess of Fiscal Year (FY) 2010-11 budget;
b) Approve the increase of appropriations in the amount of $741,905 in FY 2010-11 to allow the expenditure of the anticipated additional revenue (Fund 001, Unit 8170, Appropriation Unit RMA011) (4/5th vote required);
c) Authorize the Auditor-Controller to amend the Building Services Department’s FY 2010-11 budget by increasing estimated revenues (Source 4230 – Construction Permits) and appropriations (Object 6613 – Other Professional & Special Services) by $741,905 (4/5th vote required);
d) Approve Amendment No. 1 to the Professional Services Agreement with California Code Check where the total amount not to exceed is increased from $100,000.00 to not to exceed $165,000.00 with no change to the scope of work for plan check, inspection and related services.
e) Ratify Amendment No. 1 to the Professional Services Agreement with JAS Pacific, Inc. where the total amount not to exceed is increased from $100,000.00 to not to exceed $250,000.00 and amendment to payment provisions, with no change to the scope of work for plan check, inspection and related services.
f) Ratify Amendment No. 1 to the Professional Services Agreement with Taluban Engineering, Inc. where the total amount not to exceed is increased from $100,000.00 to not to exceed $190,000.00 and to change the length of term from June 30, 2011 to April 30, 2011, with no change to the scope of work for plan check, inspection and related services.
g) Authorize the Purchasing Manager to execute said Amendments as well as future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

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

a) Received a report from the Building Services Department on revenue projections in excess of Fiscal Year (FY) 2010-11 budget;
b) Approved the increase of appropriations in the amount of $741,905 in FY 2010-11 to allow the expenditure of the anticipated additional revenue (Fund 001, Unit 8170, Appropriation Unit RMA011) (4/5th vote required);
c) Authorized the Auditor-Controller to amend the Building Services Department’s FY 2010-11 budget by increasing estimated revenues (Source 4230 – Construction Permits) and appropriations (Object 6613 – Other Professional & Special Services) by $741,905 (4/5th vote required);
d) Approved Amendment No. 1 to the Professional Services Agreement with California Code Check where the total amount not to exceed is increased from $100,000.00 to not to exceed $165,000.00 with no change to the scope of work for plan check, inspection and related services.
e) Ratified Amendment No. 1 to the Professional Services Agreement with JAS Pacific, Inc. where the total amount not to exceed is increased from $100,000.00 to not to exceed $250,000.00 and amendment to payment provisions, with no change to the scope of work for plan check, inspection and related services.
f) Ratified Amendment No. 1 to the Professional Services Agreement with Taluban Engineering, Inc. where the total amount not to exceed is increased from $100,000.00 to not to exceed $190,000.00 and
to change the length of term from June 30, 2011 to April 30, 2011, with no change to the scope of work for plan check, inspection and related services.
g) Authorized the Purchasing Manager to execute said Amendments as well as future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED on this ________________, by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated: ________________________________

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

By ________________________________, Deputy
Exhibit A

AMENDMENT #1 TO AGREEMENT
COUNTY OF MONTEREY & California Code Check, Inc.

THIS AMENDMENT is made to the AGREEMENT for the provision of plan examining services, and other services as indicated on the Exhibit A to the AGREEMENT dated January 19, 2011, by and between California Code Check, Inc., hereinafter called "Contractor", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and Contractor wish to amend the AGREEMENT to extend its term and increase its amount so that the County is able to meet the increased demand for plan examining services and complete such examinations within timeframes prescribed by law.

NOW THEREFORE, the County and Contractor hereby agree to amend the AGREEMENT in the following manner:

1. Paragraph 2, shall be amended by removing "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $100,000.00." and replacing with "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $165,000.00."

2. Accept as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.

3. A copy of the Amendment shall be attached to the original Agreement dated January 19, 2011.

IN WITNESS WHEREOF, the parties have executed the Amendment on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Manager
Dated __________________________

Auditor/Controller
Dated __________________________

CONTRACTOR (Corporations require two signatures.)

By ____________________________
Company Representative

Printed Name/Title ____________________________
Dated __________________________

By ____________________________
Company Representative

Printed Name/Title ____________________________
Dated __________________________
Exhibit B

AMENDMENT #1 TO AGREEMENT
COUNTY OF MONTEREY & JAS Pacific, Inc.

THIS AMENDMENT is made to the AGREEMENT for the provision of plan examining services, and other services as indicated on the Exhibit A to the AGREEMENT dated October 13, 2010, by and between JAS Pacific, Inc., hereinafter called “Contractor”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, the County and Contractor wish to amend the AGREEMENT to extend its term and increase its amount so that the County is able to meet the increased demand for plan examining services and complete such examinations within timeframes prescribed by law.

NOW THEREFORE, the County and Contractor hereby agree to amend the AGREEMENT in the following manner:

1. Paragraph 2, shall be amended by removing “The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $100,000.00.” and replacing with “The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $250,000.00.”

2. Exhibit A, section B.1, shall be amended by adding “Senior Administrative Analyst: $85.00/hour.”

3. Accept as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.

4. A copy of the Amendment shall be attached to the original Agreement dated October 13, 2010.

IN WITNESS WHEREOF, the parties have executed the Amendment on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Manager
Dated

Auditor/Controller
Dated

APPROVED AS TO FORM:

Assistant County Counsel
Dated

CONTRACTOR (Corporations require two signatures.)

By
Company Representative

Printed Name/Title
Dated

By
Company Representative

Printed Name/Title
Dated
Exhibit C

AMENDMENT #1 TO AGREEMENT
COUNTY OF MONTEREY & Taluban Engineering, Inc.

THIS AMENDMENT is made to the AGREEMENT for the provision of plan examining services, and other services as indicated on the Exhibit A to the AGREEMENT dated August 18, 2010, by and between Taluban Engineering, Inc., hereinafter called “Contractor”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, the County and Contractor wish to amend the AGREEMENT to extend its term and increase its amount so that the County is able to meet the increased demand for plan examining services and complete such examinations within timeframes prescribed by law.

NOW THEREFORE, the County and Contractor hereby agree to amend the AGREEMENT in the following manner:

1. Paragraph 2, shall be amended by removing “The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $100,000.00.” and replacing with “The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $190,000.00.”

2. Paragraph 3, shall be amended by removing “The term of this Agreement is from signed date of this contract to June 30, 2011, unless sooner terminated pursuant to the terms of this Agreement.” and replacing with “The term of this Agreement is from the signed date of the original Agreement to April 30, 2011, unless sooner terminated pursuant to the terms of this Agreement”.

3. Accept as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.

4. A copy of the Amendment shall be attached to the original Agreement dated August 18, 2010.

IN WITNESS WHEREOF, the parties have executed the Amendment on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Manager
Dated ________________

Auditor/Controller
Dated ________________

APPROVED AS TO FORM:

Assistant County Counsel
Dated ________________

CONTRACTOR (Corporations require two signatures.)

By ____________________
Company Representative

Printed Name/Title ____________________
Dated ________________

By ____________________
Company Representative

Printed Name/Title ____________________
Dated ________________
Exhibit D

Health & Safety Code
Plan Checking Limits

One-to-four family detached structure not exceeding three stories
17960.1. (a) The governing body of a local agency may authorize its enforcement agency to contract
with or employ a private entity or persons on a temporary basis to perform the plan-checking function.
(b) A local agency need not enter into a contract or employ persons if it determines that no entities or
persons are available or qualified to perform the plan-checking services.
(c) Entities or persons employed by a local agency may, pursuant to agreement with the local agency,
perform all functions necessary to check the plans and specifications to comply with other requirements
imposed pursuant to this part or by local ordinances adopted pursuant to this part, except those functions
reserved by this part or local ordinance to the legislative body. A local agency may charge the applicant fees
in an amount necessary to defray costs directly attributable to employing or contracting with entities or
persons performing services pursuant to this section, which the applicant requested.
(d) When there is an excessive delay in checking plans and specifications submitted as a part of an
application for a residential building permit, the local agency shall, upon request of the applicant, contract
with or employ a private entity or persons on a temporary basis to perform the plan-checking function subject
to subdivisions (b) and (c).
(e) For purposes of this section:
"Enforcement agency" means the building department or building division of a local agency.
"Excessive delay" means the enforcement agency of a local agency has taken either of the following:
(A) More than 30 days after submittal of a complete application to complete the structural building
safety plan check of the applicant's set of plans and specifications which are suitable for checking.
For a discretionary building permit, the time period specified in this paragraph shall commence after
certification of the environmental impact report, adoption of a negative declaration, or a determination by the
local agency that the project is exempt from Division 13 (commencing with Section 21000) of the Public
Resources Code.
(B) Including the days actually taken in (A), more than 45 days to complete the checking of the
resubmitted corrected plans and specifications suitable for checking after the enforcement agency had
returned the plans and specifications to the applicant for correction.
"Local agency" means a city, county, or city and county.
"Residential building" means a one-to-four family detached structure not exceeding three stories in
height.

Nonresidential Buildings
19837. (a) The governing body of a local agency may authorize its enforcement agency to contract
with or employ a private entity or persons on a temporary basis to perform plan-checking functions.
(b) A local agency need not enter into a contract or employ persons if it determines that no entities or
persons are available or qualified to perform plan-checking services.
(c) Entities or persons employed by a local agency may, pursuant to agreement with the local agency,
perform all functions necessary to check the plans and specifications to comply with other requirements
imposed pursuant to this part or by local ordinances adopted pursuant to this part, except those functions
reserved by this part or local ordinance to the legislative body. A local agency may charge the applicant fees
in an amount necessary to defray costs directly attributable to employing or contracting with entities or
persons performing services pursuant to this section, which the applicant requested.
(d) When there is an excessive delay in checking plans and specifications submitted as a part of an
application for a nonresidential permit, for a building, other than a hotel or motel, which is one to three
stories, inclusive, in height, as determined by the local agency, the local agency shall, upon request of the
applicant, contract with or employ a private entity or persons on a temporary basis to perform the plan-
checking function subject to subdivisions (b) and (c).
(e) When there is an excessive delay in checking plans and specifications submitted as a part of an application for a nonresidential permit for the remodeling or tenant improvements of a building, other than a hotel or motel, which is one to three stories, inclusive, in height, as determined by the local agency, the local agency shall, upon request of the applicant, contract with or employ a private entity or persons on a temporary basis to perform the plan-checking function subject to subdivisions (b) and (c).

(f) For purposes of this section:
   (1) "Enforcement agency" means the building department or building division of a local agency.
   (2) "Excessive delay" means the enforcement agency of a local agency has taken either of the following:
      (A) More than 50 days after submittal of a complete application to complete the structural building safety plan check of the applicant's set of plans and specifications that are suitable for checking. For a discretionary building permit, the time period specified in this paragraph shall commence after certification of the environmental impact report, adoption of a negative declaration, or a determination by the local agency that the project is exempt from Division 13 (commencing with Section 21000) of the Public Resources Code.
      (B) Including the days actually taken in (A), more than 60 days to complete the checking of the resubmitted corrected plans and specifications suitable for checking after the enforcement agency had returned the plans and specifications to the applicant for correction.
   (3) "Local agency" means a city, county, or city and county.
COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS
($100,000 AND LESS)

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a
political subdivision of the State of California (hereinafter "County") and:
Taluban Engineering, Inc.
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as
follows:

1. SERVICES TO BE PROVIDED. The County hereby engages CONTRACTOR to perform, and
CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of
this Agreement. The services are generally described as follows:
Provide specialized services related to regulatory review and public consultation on behalf of the County of
Monterey for proposed and completed construction for compliance with State and local building standards

2. PAYMENTS BY COUNTY. County shall pay the CONTRACTOR in accordance with the payment
provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount
payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $100,000.00

3. TERM OF AGREEMENT. The term of this Agreement is from August 18, 2010 to
June 30, 2011, unless sooner terminated pursuant to the terms of this Agreement. This
Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing
last, and CONTRACTOR may not commence work before County signs this Agreement.

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

   Exhibit A  Scope of Services/Payment Provisions

5. PERFORMANCE STANDARDS.

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and
subcontractors performing services under this Agreement are specially trained, experienced, competent, and
appropriately licensed to perform the work and deliver the services required under this Agreement and are not
employees of the County, or immediate family of an employee of the County.

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

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

6. PAYMENT CONDITIONS.

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

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause - effective immediately upon written notice to CONTRACTOR. “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions (“Indemnification Agreement”), “design professional” has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.
8.02 Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

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

9. INSURANCE.

9.01 Evidence of Coverage:
Prior to commencement of this Agreement, the Contractor shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

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

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

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☑ Modification (Justification attached; subject to approval).
Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☐ Modification (Justification attached; subject to approval).

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

☐ Modification (Justification attached; subject to approval).

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

☐ Modification (Justification attached; subject to approval).

9.04 Other Insurance Requirements:

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

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

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR’S work, including ongoing and completed operations. and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR’S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 26 10 11 85 or CG 26 10 10 61 in tandem with CG 26 37 10 61 (2009). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 42 92 99.
Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County’s contract administrator and County’s Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

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

10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR’s obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR’s employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR’s failure to pay such taxes.

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

FOR COUNTY:
Dalia Mariscal-Martinez, Management Analyst
Name and Title
County of Monterey, Resource Management Agency
168 W. Alisal Street, 2nd Floor, Salinas, CA 93901
Address
(831) 755-8966
Phone

FOR CONTRACTOR:
Belinda Talaban, President
Name and Title
Talaban Engineering, Inc., 109 B Central Avenue, Salinas, CA 93901, P.O. Box 292, Salinas, CA 93902
Address
(831) 754-0545
Phone

PSA $100,000 or Less for Surveyors, Architects, Engineers & Design Professionals
Revised 09/30/08

6 of 9 Project ID: Talaban Engineering, Inc.
Regulatory Review/Public Consultation
EMA - Building Services Department
Term: August 18, 2010 - June 30, 2011
Not to Exceed: $100,000.00
15. MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

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

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.

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

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

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

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

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

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

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

15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the
effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 **Authority.** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 **Integration.** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 **Interpretation of Conflicting Provisions.** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: Contracts/Purchasing Officer

Date: 9-28-10

By: Department Head (if applicable)

Date: ______________________

Approved as to Form

By: County Counsel

Date: 9-28-10

Approved as to Fiscal Provisions

By: Auditor/Controller

Date: ______________________

Approved as to Liability Provisions

By: Risk Management

Date: ______________________

CONTRACTOR

Taluban Engineering, Inc.

Contractor's Business Name

By: Belinda Taluban

Signature of Chair, President, or Vice-President

BELINDA TALUBAN, PRESIDENT

Name and Title

Date: 9-28-10

By: ______________________

Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer

Name and Title

Date: ______________________

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

1 Approval by County Counsel is required only if changes are made to the standard provisions of the PSA.
2 Approval by Auditor/Controller is required for all Professional Service Agreements.
3 Approval by Risk Management is required only if changes are made in paragraph 8 or 9.
EXHIBIT A

AMENDMENTS

SPECIFIC PROVISIONS/SCOPE OF SERVICES/PAYMENT PROVISIONS

The following shall amend that certain Professional Services Agreement ("Agreement") made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Taluban Engineering, Inc., a California corporation (License No. 44217) (hereinafter "Contractor"): 

A. Amendments to Specific Provisions Standard Agreement

I. Amendments to Standard Agreement. The Agreement is hereby amended as follows:

1. Section 3 is hereby amended in its entirety to read as follows:

"3. TERM OF AGREEMENT. The term of this Agreement is from August 18, 2010 to the earlier of June 30, 2011 or the date the total amount payable under this Agreement reaches $100,000.00, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement."

2. Section 7 is hereby amended in its entirety to read as follows:

"7. TERMINATION.

7.01. During the term of this Agreement, either party may elect to terminate this Agreement for any reason by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be limited to the payment for services provided prior to the date of termination.

7.02. The County may terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement and such failure continues for a period of ten (10) days after written notice from County to CONTRACTOR. If County terminates this Agreement for good cause, the County shall be obligated to pay to CONTRACTOR only the amount due under this Agreement for services provided prior to the date of termination.

7.03. CONTRACTOR may terminate this Agreement for good cause effective immediately upon written notice to County. "Good cause" includes the failure of County to perform its obligations at the time and in the manner provided under this Agreement and such failure continues for a period of ten (10) days after written notice from CONTRACTOR to County. If CONTRACTOR terminates this Agreement for good cause, CONTRACTOR shall be relieved of providing any further services under this Agreement."
3. Sections 8.02, 8.03 and 8.04 are hereby amended in their entirety to read as follows:

"8.02. Indemnification by Contractor for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability to County resulting from the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, except to the extent such claim, loss, injury, damage, expense or liability results from the negligence, active negligence or willful misconduct of the COUNTY, a defect in any design furnished by the COUNTY or a breach by COUNTY of its obligations under this Agreement.

8.03. Indemnification by Contractor for Other Claims or Loss: CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors related to the performance of services (other than design professional services) under this Agreement by CONTRACTOR, its employees, subcontractors or agents, except to the extent such claim, loss, injury, damage, expense or liability results from the negligence, active negligence or willful misconduct of the COUNTY, a defect in any design furnished by the COUNTY, or a breach by COUNTY of its obligations under this Agreement."

8.04. Indemnification by County for Claims or Loss: COUNTY shall indemnify, defend and hold harmless CONTRACTOR, its directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability to CONTRACTOR arising from or related to the performance of services under this Agreement except to the extent such claim, loss, injury, damage, expense or liability results from the negligence, active negligence or willful misconduct of the Contractor, or a breach by Contractor of its obligations under this Agreement."

4. Section 9.04 is hereby amended in its entirety to read as follows:

"9.04. Other Insurance Requirements:

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

Each liability policy shall provide that the County shall be given notice in writing at least ten days in advance for non-payment of premium and at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements."
Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

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

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

5. Section 10.05 is hereby amended in its entirety to read as follows:

"10.05. Royalties and Inventions. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, software output, and any other materials with respect to the work performed under this Agreement shall vest with the Contractor. Copies of all documents, drawings, specifications, data, reports, summaries, correspondence, photographs, software output, and any other materials shall be provided to the County. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County."

6. Section 15.18 is hereby added and shall read as follows:

"15.18. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall continue to be in full force and effect."
Section 16 is hereby added and shall read as follows:

"16. **NO THIRD PARTY BENEFICIARIES.** The provisions of this Agreement and any rights and duties created hereunder are intended to bind and benefit only COUNTY and CONTRACTOR and are not intended to benefit and shall not be construed to benefit any third party. COUNTY and CONTRACTOR further agree that CONTRACTOR shall have no obligation, duty or liability to any third party in the performance of its design professional services (as defined in Section 8.01) to COUNTY under this Agreement whether based in contract, tort, strict liability or any other theory under the law or in equity. COUNTY and CONTRACTOR agree that all design professional service related conclusions, opinions and recommendations are solely for the benefit of COUNTY for its internal use and subject to COUNTY review and adoption."

B. Regulatory Review of Construction Documents and Completed Work

I. **Summary of Services to be Provided**

Taluban Engineering, Inc., herein, Contractor, shall provide specialized professional services to the Monterey County Building Services Department (herein, County) in relation to County’s regulatory review and public consultation of proposed and completed construction for compliance with state and local building standards. Work includes but is not limited to the review of construction drawings, reports, calculations, technical data related to construction work and field inspections of said work. Contractor possesses specialized knowledge and expertise necessary for certain projects. Contractor shall receive work assignments together with a detailed written scope of work for each assignment as deemed necessary or appropriate by the County Building Official subject to acceptance of each assignment by Contractor.

II. **Services and Responsibilities of Contractor**

1. Review all construction drawings, reports, calculations, technical data related to construction work and perform field inspection of said work as required to assist the County Building Official in determining compliance with state and local building standards.

2. Communicate with County Building Official and other personnel to clarify, interpret, and/or identify project and code-related issues, problems, questions, precedents, and alternate means of compliance.

3. Communicate directly with project applicants, designers, contractors, and/or property owners regarding projects assigned to Contractor.

4. Attend meetings and hearings including those to any related litigation.

5. Prepare written reports to assist the County Building Official in determining the status of compliance for proposed and completed construction. Subject to review and approval of the County Building Official, distribute such reports on behalf of the County as directed by the County Building Official to project participants and County personnel.
6. Return all materials provided to Contractor as directed by the County Building Official to the County or others. These materials shall be returned by personal service, overnight mail via Federal Express, U.S. Postal Service Overnight Mail, Golden State Overnight, or as directed by the County Building Official.

7. Contractor shall perform services in a timely manner in accordance with schedules specified by the County Building Official. Unless otherwise directed by the County Building Official, written reports on compliance status for proposed construction projects shall be submitted to the County Building Office for review and approval within fifteen (15) working days on initial reviews and ten (10) days on subsequent reviews. Written reports on compliance status for minor revisions to active construction projects shall be submitted within five (5) working days.

8. Contractor shall submit invoices that also specify each project reviewed, the services performed for each project, the applicable billing rates by staff member and the present and ongoing total cost for each project.

9. Contractor shall provide other related services as directed for the purpose of determining, supporting or promoting compliance with state and local building standards.

III. **Responsibility of Contractor**

By executing this Agreement, Contractor agrees that the services to be provided and work to be performed under this Agreement shall be performed in a competent manner. By executing this Agreement, Contractor further agrees and represents to the County that the Contractor possesses, or shall arrange to secure from others, all of the professional capabilities, experience, resources and facilities necessary to provide the County the services contemplated under this Agreement and that the County may rely on the professional and construction knowledge and expertise of the Contractor to perform Contractor’s work and services. Contractor further agrees and represents that Contractor shall follow the current, generally accepted practices in the engineering profession and construction practices and techniques to make findings, render opinions, prepare documents, plans and engineering, and code and construction advice and recommendations regarding services rendered under this Agreement.

Contractor shall provide a list of active construction and design projects currently under contract with Contractor to avoid assignment of project that will create a conflict of interest under Section 15.01 of this Agreement. The information provided shall include the owner’s name, project address and scope of services to be rendered under the active contract.

IV. **Responsibility of County**

To the extent appropriate to the services to be completed by the Contractor pursuant to this Agreement, the County shall:

1. Assist the Contractor by placing at the Contractor’s disposal all available information pertinent to the assigned projects including but not limited to, previous documents (assessors records, past building permits, final maps, planning permits, aerial
photographs) and other data (active building permits, plans, specifications, reports, engineering, etc) relative to the project.

2. Make provisions for the Contractor to enter upon the private property as required for the Contractor to perform the services as directed.

3. Examine all studies, reports, letters, sketches, drawings, plans, specifications, proposals and other documents presented by the Contractor, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of the Contractor.

4. Provide a private office (lockable) with desk, phone, computer and related office supplies, including access to conference rooms (for service related meetings) for the security of files, records and other information pursuant to Section 10 of this Agreement. The use of the office, equipment and supplies is specifically limited by Section 5.03 of the Agreement.

V. **Payment Provisions and Fees**

A. **Fees**

1. Regulatory Review of Construction Documents and Completed Work shall be charged on an hourly basis, in accordance with the Fee Schedule listed in Section V, C, herein.

2. Litigation-Related Services, including, but not limited to, expert witness preparation, testimony, court appearances, declarations and depositions shall be compensated at the rate of $175.00 hourly.

3. Other Direct Charges, including outsourced reproduction, outsourced laboratory, out-of-pocket expenses, and travel shall be paid at the rate of cost to the Contractor.

4. For any Subcontracted Services, Contractor shall obtain the prior written approval of the County Building Official as required by Section 16.06 of the Agreement. All subcontracted services shall be invoiced to the County at Contractor’s cost.

5. Services rendered after termination or expiration of Agreement. Should Contractor be required to provide services after the expiration or termination of this Agreement, COUNTY and CONTRACTOR agree to negotiate in good faith to make arrangements to pay CONTRACTOR for those services. This payment shall be for services directly related to and as a result of services provided in this Agreement should those services not be paid for by another source. This specifically contemplates that CONTRACTOR may be called as a witness in litigation instigated by a third-party.
C. Payment Provisions

Invoices for services performed under this AGREEMENT shall be submitted monthly and shall include the following:

1. Invoice Coversheet

   Taluban Engineering, Inc.
   Specialized Services related to Regulatory Review and Public Consultation for Construction Documents and Completed Work
   Date: ____________________

   Invoice No.: ______________
   Agreement Term: August 18, 2010 — June 30, 2011
   Agreement Amount: $100,000.00
   Prior Invoices: $______________
   (under this Agreement)
   This Invoice: $______________
   Remaining Balance: $_________

   Approved as to Work/Payment:
   ________________________________
   Timothy P. McCormick, P.E., CBO
   Director of Building Services
   ________________________________
   Date

   All Invoices are to be sent to:
   Jaime Martinez, Accounting Technician
   Monterey County Resource Management Agency
   168 W. Alisal Street, 2nd Floor
   Salinas, CA 93901
   Telephone: (831) 755-4829

2. Invoice Detail

   Each invoice shall indicate the hours performed by task and staff member, with the corresponding billing rates.

C. Fee Schedule

   Staff Member     Hourly Rate
   Belinda Taluban  $175.00
VI. Changes to Scope of Work

The County may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided under this Agreement. Contractor shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify County in writing. Rate of compensation shall be based upon the Contractor's rates as set forth in V.C of Exhibit A of this Agreement. Upon agreement between the County and Contractor to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by the County and Contractor shall constitute the Contractor's notice to proceed with the changed scope. Any amendment or modification to this Agreement must be in writing pursuant to Section 16.02.

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

<table>
<thead>
<tr>
<th>COUNTY OF MONTEREY</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: Contracts/Purchasing Officer</td>
<td>Taluban Engineering, Inc. (License No. 44217)</td>
</tr>
<tr>
<td>Date:</td>
<td>Contractor's Business Name*</td>
</tr>
<tr>
<td>By: Department Head (if applicable)</td>
<td>By: [Signature]</td>
</tr>
<tr>
<td>Date:</td>
<td>(Signature of Chair, President, or Vice-President)*</td>
</tr>
<tr>
<td>Approved as to Form</td>
<td>Belinda Taluban, President</td>
</tr>
<tr>
<td>By:</td>
<td>Name and Title</td>
</tr>
<tr>
<td>Date: 2/24/10</td>
<td>Date: 9/20/10</td>
</tr>
<tr>
<td>Approved as to Fiscal Provisions</td>
<td>By:</td>
</tr>
<tr>
<td>By: Auditor/Controller</td>
<td>(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*</td>
</tr>
<tr>
<td>Date: 9/24/10</td>
<td>Name and Title</td>
</tr>
<tr>
<td>Approved as to Liability Provisions</td>
<td>Date:</td>
</tr>
<tr>
<td>By: Risk Management</td>
<td>Belinda Taluban, President</td>
</tr>
<tr>
<td>Date: 9/24/10</td>
<td>Date:</td>
</tr>
</tbody>
</table>
COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS
($100,000 AND LESS)

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a
political subdivision of the State of California (hereinafter "County") and:

JAS Pacific
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as
follows:

1. SERVICES TO BE PROVIDED. The County hereby engages CONTRACTOR to perform, and
CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of
this Agreement. The services are generally described as follows:
Provide specialized services related to regulatory review and public consultation regarding the compliance of
proposed and completed construction with State and local building standards on behalf of the County of
Monterey.

2. PAYMENTS BY COUNTY. County shall pay the CONTRACTOR in accordance with the payment
provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount
payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $100,000.00

3. TERM OF AGREEMENT. The term of this Agreement is from date this contract is signed to
June 30, 2011, unless sooner terminated pursuant to the terms of this Agreement. This
Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing
last, and CONTRACTOR may not commence work before County signs this Agreement.

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

   Exhibit A   Scope of Services/Payment Provisions

5. PERFORMANCE STANDARDS.

   5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and
subcontractors performing services under this Agreement are specially trained, experienced, competent, and
appropriately licensed to perform the work and deliver the services required under this Agreement and are not
employees of the County, or immediate family of an employee of the County.

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

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

6. PAYMENT CONDITIONS.

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

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions (“Indemnification Agreement”), “design professional” has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.
8.02 Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

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

9. INSURANCE.

9.01 Evidence of Coverage:
Prior to commencement of this Agreement, the Contractor shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

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

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

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☐ Modification (Justification attached; subject to approval).
Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☐ Modification (Justification attached; subject to approval).

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

☐ Modification (Justification attached; subject to approval).

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

☐ Modification (Justification attached; subject to approval).

9.04. Other Insurance Requirements:

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

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

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR’S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR’S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

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

10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR’s employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR’s failure to pay such taxes.

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

<table>
<thead>
<tr>
<th>FOR COUNTY:</th>
<th>FOR CONTRACTOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name and Title</strong></td>
<td><strong>Name and Title</strong></td>
</tr>
<tr>
<td>Timothy P. McCormick, Director Building Svcs</td>
<td>J. Addison Smith, President JAS Pacific</td>
</tr>
<tr>
<td>168 W Alisal St, 2nd Floor</td>
<td>201 Pacific, Inc. Ste B</td>
</tr>
<tr>
<td>Salinas, CA 93901</td>
<td>Upland, CA 91786</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td><strong>Address</strong></td>
</tr>
<tr>
<td></td>
<td>(909) 605-7777</td>
</tr>
<tr>
<td><strong>Phone</strong></td>
<td><strong>Phone</strong></td>
</tr>
<tr>
<td>(831) 755-6686</td>
<td>6 of 9</td>
</tr>
<tr>
<td>PSA $100,000 or Less for</td>
<td></td>
</tr>
<tr>
<td>Surveyors, Architects, Engineers &amp; Design Professionals</td>
<td></td>
</tr>
<tr>
<td>Revised 09/30/08</td>
<td>Project ID: JAS Pacific</td>
</tr>
<tr>
<td></td>
<td>201 N. Euclid, Ste B</td>
</tr>
<tr>
<td></td>
<td>Upland, CA</td>
</tr>
</tbody>
</table>
15. MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

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

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.

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

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

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

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

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

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

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

15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the

PSA $100,000 or Less for Surveyors, Architects, Engineers & Design Professionals Revised 09/30/08

7 of 9 Project ID: JAS Pacific 201 N. Euclid, Ste B Upland, CA
effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 **Authority.** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 **Integration.** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 **Interpretation of Conflicting Provisions.** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

*This space left blank intentionally*
IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and
year written below.

COUNTY OF MONTEREY

By: __________________________
    Contracts/Purchasing Officer

Date: _________________________

By: __________________________
    Department Head (if applicable)

Date: _________________________

Approved as to Form

By: __________________________
    County Counsel

Date: _________________________

Approved as to Fiscal Provisions

By: __________________________
    Auditor/Controller

Date: _________________________

Approved as to Liability Provisions

By: __________________________
    Risk Management

Date: _________________________

CONTRACTOR

JAS Pacific
    Contractor's Business Name

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

J. Addison Smith, President
    Name and Title

Date: 10/05/2010

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

Nicolle Stormon, Chief Financial Officer
    Name and Title

Date: 10/05/2010

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

1 Approval by County Counsel is required only if changes are made to the standard provisions of the PSA
2 Approval by Auditor/Controller is required for all Professional Service Agreements
3 Approval by Risk Management is required only if changes are made in paragraph 8 or 9

PSA $100,000 or Less for
Surveyors, Architects, Engineers & Design Professionals
Revised 09/30/08

9 of 9 Project ID: JAS Pacific
201 N. Euclid, Ste B
Upland, CA
EXHIBIT-A

To
Professional Service Agreement
Between
Building Services Department, hereinafter referred to as “the County”
AND
JAS Pacific, Inc., hereinafter referred to as “the CONTRACTOR”

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

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

Shall provide any combination of the following services while adhering to all applicable County and State codes and regulations as well as applicable 2010 California Building Standards Commission (CBSC) codes effective January 1, 2011:

Plan Check
- Examine, analyze and review submitted plans to ensure compliance with State and County codes and regulations in effect at the time of submittal.
- Provide preliminary plan review consultations by phone or in Consultant’s office.
- As necessary, communicate with the applicant of designee (via telephone, mail, or in-person) and perform rechecks as needed in order to achieve conformance with all applicable regulations.
- Periodically review and recommend amendments of new and revised codes.
- Review and verify calculations of Plan Reviews (e.g. verify Hydromodification reports).
- Verification of green building features against the County’s requirements and/or state standards as determined by the County.
- Provide review and approval for issuing of demolition, building, or similar construction permits, addressing water quality management plans for new development and significant redevelopment.
- Provide clear and understandable written responses related to plan review to applicant or designee including a list of items needing clarification or change to achieve conformance to all applicable regulations.
• Perform plan reviews of revisions to plans that have previously been approved for permit issuance, or perform plan reviews of changes to plans prior to such approval.

• Plan reviewers will be available during business hours to discuss and provide clarification of review comments, issues, and corrections with designers, applicants, and contractors via telephone or in person if necessary and available. Resolution of such instances may take place by telephone or by meetings prior to resubmitting corrected plans or documents.

• Plan reviewers will be available during an emergency or natural disaster.

• Plan reviewers will attend all required meetings with permit applicants and/or other parties as directed by the County and representative thereof.

• Approve corrected drawings for permit issuance or plan revisions.

• Provide County with monthly plan review status reports for all projects assigned.

• Maintain knowledge of adopted building, fire, plumbing, mechanical, electrical, and energy codes; and principles, practices and methods of architectural, plumbing, mechanical, and electrical design and construction.

• Coordinate plan reviews with other appropriate County agencies including but not limited to, agencies enforcing fire, sanitation, health, water and sewer codes and services and the County Engineer for review of soils and geology reports.

• Ensure that all appropriate requirements of other County departments and public agencies are incorporated in the construction documents.

• Plan reviewers shall be readily available to ensure compliance and respond to questions and concerns.

• Conduct regular meetings between Vice President of Engineering and plan review staff to ensure quality control.

• Upon request, plan review engineers and certified plans examiners will perform plan review on-site.

• Plan review services will be conducted and returned to the applicant within a maximum of 10 business days for initial plan review and five working days for rechecks.

**Inspection**

• Review architectural, plumbing, mechanical and electrical construction drawings, and reports for compliance with construction and zoning codes, local ordinances, and state laws.

• Review all project specifications, plans, reports, and calculations prior to inspection to ensure structural and architectural stability.
• Perform next day inspections and document comprehensive field inspections on assigned construction projects to determine that all aspects of the project work conform to all applicable codes and regulations
• Coordinate all inspection and re-inspection requests.
• Respond to and investigate building code violations complaints
• Issue red tags (stop-work notices) for un-permitted construction.
• Provide clear and understandable written responses related to review
• Prepare correction notices and notices of non-compliance during inspections and maintain a record of non-complying items and follow-up to resolutions of such items
• Coordinate with the Building Official on all discretionary decisions or requests for alternate materials or types of construction
• Coordinate with the Building Official on all Certificate of Occupancy to be sure that all applicable County regulatory agencies have approved the project
• Maintain all inspection records for all assigned projects, to be turned over to the County within five working days of final inspection, or as requested by the County. Records include all correction notices and all documentation related to design changes.
• Participate in reviews as necessary regarding related projects with technical consultants, Fire Officials, Health Officials, and other influenced County agencies
• Record all conferences with contractors, engineers, architects, and manufacturers
• Establish professional working relationships with all affected County Departments to streamline enforcement efforts
• Ensure that the public interests for a safe environment are met and uphold the preservation of health, safety and welfare of the public
• Provide inspections within 24 hours, same day inspection if requested
• Be readily available to accommodate the overload of inspection demands in a timely manner

Specialized Services
Fee Review
At the request of the County, the CONTRACTOR shall perform a full fee analysis to ensure the fees are reasonable, competitive, and accurate. All costs, both direct and indirect are reviewed and analyzed to be included as part of full cost recovery. Such costs include salaries and benefits, services and supplies, equipment if applicable, and all overhead/administrative costs. The department's volume is analyzed to determine the cost per unit of service. This review may also include the review of historical data to ensure the sustainability of the services to be provided, staff interviews, and a full departmental review.
**Code Adoption**
At the request of the County, the CONTRACTOR shall review and analyze proposed codes, identify potential impacts of building codes and regulation on residents, businesses, and the local economy, and engage all vested parties in the process. As necessary, CONTRACTOR shall prepare ordinance for any proposed code for consideration and adoption by the County.

**Archiving**
At the request of the County, the CONTRACTOR shall assist the County in creating a record retention and archiving plan, if requested. CONTRACTOR shall work closely with County to develop imaging products and scanning. Services shall include scanning documents such as paper files, plans, microfilm, microfiche and aperture cards into .tif, .jpg and .pdf files, as well as data entry for indexing converted documents.

**Administration**
At the request of the County, the CONTRACTOR shall assist with comprehensive administrative support, including but not limited to accounting, budget, personnel, contract management, and purchasing matters.

---

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

The County shall pay an amount not to exceed ($100,000.00) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

- **Code Adoptions Services**
  - California Registered Engineer: $125.00/hour

- **Support Staff**
  - Certified Building Inspector: $68.00/hour
  - Mileage while performing inspections: $0.50/hour
  - Permit Technician: $48.00/hour
  - Code Enforcement Officer: $58.00/hour
COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS
($100,000 AND LESS)

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
California Code Check, Inc.
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. SERVICES TO BE PROVIDED. The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows:

   Provide See Exhibit A

2. PAYMENTS BY COUNTY. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $100,000.00.

3. TERM OF AGREEMENT. The term of this Agreement is from the signed date of this contract to June 30, 2011, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

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

   Exhibit A Scope of Services/Payment Provisions

5. PERFORMANCE STANDARDS.

   5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

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

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

6. PAYMENT CONDITIONS.

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

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions (“Indemnification Agreement”), “design professional” has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.
8.02 Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

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

9. INSURANCE.

9.01 Evidence of Coverage:
Prior to commencement of this Agreement, the Contractor shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

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

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

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☐ Modification (Justification attached; subject to approval).
Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

- Modification (Justification attached; subject to approval).

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

- Modification (Justification attached; subject to approval).

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

- Modification (Justification attached; subject to approval).

9.04. Other Insurance Requirements:

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

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

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County’s contract administrator and County’s Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

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

10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR’s obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR’s employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR’s failure to pay such taxes.

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

**FOR COUNTY:**

Timothy P. McCormick, Director Bldg Svcs

Name and Title

168 W. Alisal St, 2nd Floor
Salinas, CA 93901

Address

(831) 755-6686

Phone

**FOR CONTRACTOR:**

Tom Harris, S. E., President

Name and Title

1000 Business Center Cir. #200
Newbury Park, CA 91320

Address

(800) 803-3622

Phone

6 of 9 Project ID: California Code Check
1000 Business Center Cir. #200
Newbury Park, CA 91320
(800) 803-3622 Phone
(805) 499-4489 Fax

PSA $100,000 or Less for Surveyors, Architects, Engineers & Design Professionals Revised 09/30/08
15. MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

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

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.

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

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

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

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

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

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

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

15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the
IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: [Signature] Contracts/Purchasing Officer
Date: 1/19/11

By: [Signature] Department Head (if applicable)
Date: 1/19/11

Approved as to Form*

By: [Signature] County Counsel
Date: 

Approved as to Fiscal Provisions*

By: [Signature] Auditor/Controller
Date: 

Approved as to Liability Provisions*

By: [Signature] Risk Management
Date: 

CONTRACTOR

California Code Check

Contractor's Business Name*

By: [Signature] Tom Harris
(Signature of Chair, President, or Vice-President)*

Tom Harris, S.E., President
Date: 1/12/11

Name and Title

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

Erin Johnson, Secretary
Date: 1/12/11

Name and Title

ENTERED JAN 19 2011

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

1Approval by County Counsel is required only if changes are made to the standard provisions of the PSA
2Approval by Auditor/Controller is required for all Professional Service Agreements
3Approval by Risk Management is required only if changes are made in paragraph 8 or 9

PSA $100,000 or Less for Surveyors, Architects, Engineers & Design Professionals
Revised 09/30/08

9 of 9 Project ID: California Code Check
1000 Business Center Cir. #200
Newbury Park, CA 91320
(800) 803-3622 Phone
(805) 499-4489 Fax
EXHIBIT-A

To
Professional Service Agreement
Between the
Building Services Department, hereinafter referred to as “the County”
AND
California Code Check, hereinafter referred to as “the CONTRACTOR”

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

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

Plan Review
Complete Building Code including Fire & Life Safety, Structural, Soil & Grading (Geotechnical), Disabled Accessibility, Residential Noise
- Fire Code
- Mechanical Code
- Plumbing Code
- Electrical Code
- Energy Code
- Local Ordinance
- On-Site Technical Support

Building and Assistant Building Official Services
Permit Technician
Building Inspection
- Full combination or Specific (Structural, Mechanical, Plumbing, Electrical)
- Specialty Inspectors (Steel, Masonry, Concrete, Welding, Fireproofing, etc.)
- Full-time, Part-time, Limited-term
- One day a week to assist with 9/80 or 4/10 schedules

Planning Services
- Certified Planners

Public Works
- Plan Review Engineer - Grading - Erosion - Utility - Improvement Plans
- Inspection

CASp (Certified Access Specialists)
Geotechnical/Geological Plan Review
Fire Sprinkler Alarm and Suppression Systems Review

Administrative Services
Develop Ordinances, Regulations and Fee Structures Please feel free to contact any of the agencies listed below. This is a partial list of jurisdictions we assist with third-party services. Upon request, we would be happy to provide a full list of our clients.

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>TURN-AROUND TIME*</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Tracts/ Apartments/ Condominiums</td>
<td>10 working days</td>
</tr>
<tr>
<td>New Commercial (most large projects)</td>
<td>10 working days</td>
</tr>
<tr>
<td>Tenant Improvements (smaller projects)</td>
<td>6 working days</td>
</tr>
<tr>
<td>New Residence (most large projects)</td>
<td>6 working days</td>
</tr>
<tr>
<td>Commercial: Electrical, Mechanical, and Plumbing</td>
<td>10 working days</td>
</tr>
<tr>
<td>Most Rechecks</td>
<td>5 working days</td>
</tr>
<tr>
<td>Hourly projects</td>
<td>As agreed upon</td>
</tr>
</tbody>
</table>

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

The County shall pay an amount not to exceed ($100,000.00) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

<table>
<thead>
<tr>
<th>CASp Retainer</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Retainer – This includes phone calls for general consultation time with Building Official or County Staff. For specific project consultation with County Staff or Permit Applicant, please refer to the hourly rates below.</td>
<td>$200.00/month (Waived if we provide plan check services)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CASp Inspection Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>CASp-Certified Inspectors, On-Site Consultation (includes drive time)</td>
<td>$120.00 per hour [4 hour minimum]</td>
</tr>
<tr>
<td>Mileage</td>
<td>IRS Rate</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CASp Plan Review Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial &amp; Residential Plan Review</td>
<td>$120.00 per hour</td>
</tr>
<tr>
<td>Meetings/On-site Plan Review Consultation regarding specific projects will be charged on an hourly basis including travel time, if applicable. (Note: There is no charge for general consultation time with Building Official or County Staff.)</td>
<td>$120.00 per hour</td>
</tr>
<tr>
<td>Accelerated plan review, at the request of the applicant with approval from the Building Official</td>
<td>1.5x the standard rate</td>
</tr>
<tr>
<td><strong>Out-of-Pocket Expenses</strong></td>
<td>Included</td>
</tr>
<tr>
<td>All out-of-pocket expenses are included within the specified rates, unless prior authorization from the Building Official is received.</td>
<td>Included</td>
</tr>
</tbody>
</table>

| **Building & Safety Department Services – Hourly Rates** | **Price** |
| **Building Plan Review Services** |  |
| Residential & Tenant Improvements up to 3000 sq. ft. | $100.00 per hour |
| Commercial, Multi-family & Tenant Improvements over 3000 sq. ft. | $120.00 per hour |
| Meetings/consultation regarding specific projects will be charged on an hourly basis including travel time, if applicable. (Note: There is no charge for general consultation time with Building Official or County Staff.) | $100.00 per hour |
| Fire code, fire sprinkler/suppression and alarm review | $120.00 per hour |
| Accelerated plan review, at the request of the applicant with approval from the Building Official | $150.00 per hour |

| **Inspection Services** |  |
| Journey-level, fully certified Inspectors with a minimum of 5 years of public experience | $79.00 per hour (8 hour min./day) |
| Mileage | IRS Rate |

| **Building Official Services** |  |
| Certified Building Official with a minimum of 10 years experience | $120.00 per hour |

| **Grading Plan Review Services** |  |
| Licensed Civil Engineer with a minimum of 25 years experience | $110.00 per hour |

| **Geotechnical Review Services** |  |
| Licensed Geotechnical Engineer with a minimum of 25 years experience | $145.00 per hour |

| **Out-of-Pocket Expenses** |  |
| All out-of-pocket expenses are included within the specified rates, unless prior authorization from the Building Official is received. | Included |

**NOTE:** All fees and costs stated herein shall include all applicable tax.

The CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

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

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

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

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