COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN $100,000)*

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:
Mill Construction Company, 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 building performance evaluation services for the East and West Wing Buildings located at 240 Church Street, Salinas, CA.

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 $115,500.

3. **TERM OF AGREEMENT.** The term of this Agreement is from April 15, 2011 to November 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
   Exhibit B  Schedule of Tasks and Deliverables
   Exhibit C  Addition to Section 7.0, Termination

Contractor's Initials  4/3/11  Date

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.

*Approved by County Board of Supervisors on ____________________________

PSD over $100,000, Revised 10/09/08  1 of 9  Project ID: Mill Construction Company, Inc.
East and West Wing Buildings
RMA - Department of Public Works - AS
Term: April 15, 2011 - November 30, 2011
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. CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.
9.0 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 such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage’s, except surty, 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, Broadform 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.

☐ Exemption/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 $1,000,000 per occurrence.

☐ Exemption/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.

☐ Exemption/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.

☐ Exemption/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>
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<tbody>
<tr>
<td>Dalia Mariscal-Martinez, Management</td>
<td>Ernest D. Mill, President</td>
</tr>
<tr>
<td>Name and Title</td>
<td>Name and Title</td>
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<tr>
<td>County of Monterey</td>
<td>Mill Construction Company,</td>
</tr>
<tr>
<td>Resource Management Agency</td>
<td>Inc.</td>
</tr>
<tr>
<td>168 W. Alisal Street, 2nd Floor</td>
<td>41 Clark Street</td>
</tr>
<tr>
<td>Salinas, CA 93901</td>
<td>Salinas, CA 93901</td>
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<td>Address</td>
<td>Address</td>
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<tr>
<td>831-755-8966</td>
<td>831-424-0781</td>
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<tr>
<td>Phone</td>
<td>Phone</td>
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PSA over $100,000, Revised 10/09/08  6 of 9  Project ID: Mill Construction Company, Inc.
First and West Wing Buildings
RMA - Department of Public Works - AS
Term: April 15, 2011 - November 30, 2011
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 **Countersignatures.** 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: Purchasing Manager
Date: 

By: Department Head (if applicable)
Date: 

By: Board of Supervisors (if applicable)
Date: 

Approved as to Form*
By: County Counsel
Date: 4/5/11

Approved as to Fiscal Provisions*
By: Auditor/Controller
Date: 

COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY,
APPROVED AS TO LIFELIABILITY,

By: By: 
Date: 

CONTRACTOR

Mill Construction Company, Inc.
Contractor's Business Name*

By: (Signature of Chair, President, or Vice-President)*
Date: 4/5/11

Name and Title

By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Date: 4/5/11

Name and Title

County Board of Supervisors' Agreement Number:

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

1 Approval by County Counsel is required
2 Approval by Auditor/Controller is required
3 Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9
March 18, 2011

County of Monterey
168 West Alisal Street, 2nd Floor
Salinas, CA 93901

Attn: Yazdan T. Emrani, M.S., P.E., Director of Public Works
Re: East & West Wing – RFP dated 3/9/11
Via: Hand Delivered

Dear Yaz,

We would like to thank you for the opportunity of providing you with our response to the Request for Proposal dated March 9, 2011 in regards to the East / West Wings of the County Buildings on Alisal Street, Salinas. Our scope of work and clarifications are noted below. We have also enclosed a rough schedule for your review to help with planning. Please note that our proposal is a Not-To-Exceed as such if you feel that some of the scope noted is not necessary it can be eliminated resulting in a savings to the County. Similarly the Schedule provided is on the safe side and could also be tightened up if desired.

I. Scope of work:
   a. Will review the existing buildings and documents
   b. Will schedule and attend the necessary meetings to obtain the information to produce budget amounts for:
      - Re-occupying the buildings "As-Is" (No tenant improvements)
      - Re-occupying the buildings for the District Attorney only
      - Re-occupying the buildings for the Public Defender only
      - Re-occupying the buildings with Public Defender, the Sheriff, & the Department of Economic Development
      - Re-occupying the buildings with unknown mixed tenants
   c. We have included in the Not-To-Exceed below the costs to hire an Electrical, Plumbing & Mechanical Engineers along with the Architect
   d. We will be utilizing the County's reports listed in this RFP, and are assuming their accuracy.

   TOTAL NTE = $115,500.00
II. Rates and Markup:
   a. Mill Construction:
      1. Ernest D. Mill - $180.00/hr
      2. Project Manager - $125.00/hr
      3. Office Staff - $90.00/hr
      4. Overhead & Fee on Consultants & Consumables is 15%

   b. WR & D Architects:
      1. Principals - $180.00/hr
      2. Project Architect - $150.00/hr
      3. Markup on Consultants & Consumables is 15%

   c. Axiom Engineers: (Plumbing, Mechanical, & Fire Sprinklers)
      1. Principal - $175.00/hr
      2. Project Engineer - $140.00/hr
      3. Markup on Consultants & Consumables is 10%

   d. Aurum Engineers: (Electrical, Low Voltage, Data, Security, & Alarms)
      1. Principal - $145.00/hr
      2. Project Manager - $133.00/hr

If you have any questions please feel free to give me a call. Thank you again for this opportunity. We look forward to the opportunity of working with the County again.

Sincerely,

MILL CONSTRUCTION COMPANY
Salinas Valley Chamber's Large Business of the year 2006

Ernest D. Mill
President
April 1, 2011
County of Monterey
169 West Alisal Street, 2nd Floor
Salinas, CA 93901

Attn: Yazdan E. Esmaili, M.S., P.E., Director of Public Works
Re: East & West Wing – RFP dated 3/9/11
Via: Hand Delivered

Dear Yaz,

Please reference our proposal dated March 18, 2011 for additional information. This should be considered an exhibit and supplementary to that proposal.

Mill Construction will be providing the County the following items as requested by the referenced RFP documents:

I. Budgets for the following: (to include a cost summary showing magnitude costs broken down by CSI format)
   a. To Re-occupy the buildings in a “As Is” condition
   b. To provide the tenant improvements necessary for the District Attorney to occupy the buildings based on the basic programming developed from the coupled meetings with them.
   c. To provide the tenant improvements necessary for the Public Defender to occupy the buildings based on the basic programming developed from the coupled meetings with them.
   d. To provide the tenant improvements necessary for the Public Defender, Sheriff, and the Department of Economic Development based on the basic programming developed from the coupled meetings with them.
   e. To provide the tenant improvements necessary for an unknown mix of tenants.

II. Reports: (written documentation will be provide to define the following)
   a. Current performance evaluation of the structure, exterior skin, waterproofing, lighting, elevator, power distribution, plumbing, heating & ventilation, windows and doors. This report will be the source and scope definition for Budget “a” above, take marginal or inadequate items up to acceptable “As-Is” condition.
   b. Each of the Budgets “b – e” will be accompanied by the written report providing the scope of work, assumptions, and a schematic rough layout of the improved space.
c. There will be a review of the current Hazardous Materials Assessment by ABC Associates Inc. dated 3/31/03.

d. There will be a review of the current Structural evaluation by Biggs Cardosa Associates Inc. dated 6/30/09.

III. Schedule:

a. We will provide a rough duration to each of the potential projects being budgeted above. This will be included with the report.

***The duration to put all of these reports and budgets together is contingent on the potential tenants being talked to. Therefore, until we have the chance to talk to them, we cannot project our completion. We believe that having any major delay in the fact-finding and information gathering the total duration of this work should be completed on or before the end of September 2011.

I hope this helps define what the County will be receiving in the way of deliverables. If you have any questions please feel free to give me a call. We look forward to working with you again.

Sincerely,

MILL CONSTRUCTION COMPANY
Salinas Valley Chamber's Large Business of the Year 2006

Ernest D. Mill
President
April 4, 2011

County of Monterey
168 West Alisal Street, 2nd Floor
Salinas, CA 93901

Attn: Yazzian T. Emrani, M.S., P.E., Director of Public Works
Re: East & West Wing – RFP dated 3/9/11
Via: Emailed & Hand Delivered

Dear Yaz,

Please reference our proposal dated March 18, 2011 and our exhibit dated April 1, 2011 for additional information.

Mill Construction’s scope of work, as noted in these documents whether specifically or by reference, includes the work requested in the original 2 page, RFP dated March 9, 2011 attached hereto as Attachment 1.

I hope this confirms that Mill Construction has whatever will be necessary to deliver the desired evaluations and budgets for the East & West wings.

Sincerely,

MILL CONSTRUCTION COMPANY
Salinas Valley Chamber’s Large Business of the year 2006

[Signature]
Ernovis D. Mill
President
### EXHIBIT B - SCHEDULE OF TASKS AND DELIVERABLES

#### Monterey County - Phased East & West Wing Evaluation

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<td>Team Mtg - Scope &quot;PD, &amp; Others&quot;</td>
<td>1 day</td>
<td>Mon 7/11/11</td>
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<td>37</td>
<td>Scoping Mtg's w/ New Tenant</td>
<td>5 days</td>
<td>Tue 7/12/11</td>
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<td>38</td>
<td>Complete Preliminary Plans - &quot;PD &amp; Others&quot;</td>
<td>10 days</td>
<td>Tue 7/13/11</td>
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<td>39</td>
<td>Receive Prelim Plans &amp; Scope Info.</td>
<td>0 days</td>
<td>Mon 8/1/11</td>
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<td>40</td>
<td>Prepare Rough Budget - &quot;PD &amp; Others&quot;</td>
<td>10 days</td>
<td>Tue 8/2/11</td>
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<td>41</td>
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<td>0 days</td>
<td>Mon 8/15/11</td>
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<td>43</td>
<td>Team Mtg - Scope &quot;Mixed Tenant&quot;</td>
<td>1 day</td>
<td>Tue 8/2/11</td>
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<td>10 days</td>
<td>Wed 8/24/11</td>
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<td>0 days</td>
<td>Tue 8/28/11</td>
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<td>Prepare Presentation Package</td>
<td>10 days</td>
<td>Wed 9/7/11</td>
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<td>51</td>
<td>Present &amp; Review Package</td>
<td>1 day</td>
<td>Wed 9/21/11</td>
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<td>52</td>
<td>Project complete</td>
<td>0 days</td>
<td>Wed 9/21/11</td>
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EXHIBIT C - ADDITION TO SECTION 7.0, TERMINATION

7.03. Notwithstanding the above, this project is divided into two phases. Work in phase two must be specifically authorized by the Director of Public Works. There is no duty to initiate work in phase two. CONTRACTOR shall ensure that the indemnification clause for the architectural subcontractor includes specific language that is approved by the County's Risk Management Office.

[Signature]
Contractor's Initialed

4/6/11
Due
MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY

DEPARTMENT OF PUBLIC WORKS
Yvonne L. Derrnari, M.S., P.E., Director

March 9, 2011

Mr. Bruce Mill
Mill Construction
41 Clark Street
Salinas, CA 93901

Dear Bruce:

The County of Monterey is in the process of evaluating our facilities called the East and West Wing Buildings located in Salinas. The purpose of our evaluation is to understand the potential costs and challenges of re-occupying these buildings which were recently vacated in the fall of 2010. These facilities were built in 1936 and over the course of these many years have undergone numerous building system repairs and spatial changes which need to be evaluated. These two and three-story concrete buildings are two separate buildings surrounding a courtyard with a combined, overall footprint of 140 feet x 302 feet. Their foundation consists of continuous footings arranged in a grid pattern and the floor framing consists of a reinforced concrete slab, beams, and girders supported by reinforced concrete columns and walls. There are structurally separated colonnades between the two buildings. The interior framing system of both buildings consists of reinforced concrete moment frames and the exterior wall consists of cast-in-place concrete piers and lintels. The site is located at the Monterey County Government Center and specifically at 240 Church Street, Salinas CA. The site is positioned on the corner of Church and West Aliso streets. The substantial of your proposal on the following scope would be appreciated.

A performance evaluation on the building(s) envelope and environmental conditions should include the structure, exterior skin, waterproofing, lighting, elevator, power distribution, plumbing, windows and doors along with the relationship to the interior air quality and heating system. The buildings are currently not air conditioned. Your investigation will seek the cause of existing conditions and associated problems and will need to include cost estimates for bringing the noted systems into good working order. Health, fire, building code, ADA issues, seismic, hazardous abatement, and life safety issues are to be noted and options for correction listed with associated costs. Non-invasive inspections are to be done using different non-destructive methods such as visual review, moisture meters and thermal imagery. Areas of concern this should include

Page 1 of 2
ATTACHMENT 1

East and West Wing Bldg Proposal
Page 2
March 8, 2011

Invasive investigation should be brought to the attention of the County for collaboration and determination of scope and type. In addition to the physical evaluation of the buildings, a summary for each building listing the following options is to be provided:

- Re-occupying the buildings "as is" (no tenant improvements)
- Re-occupying the buildings for the District Attorney only
- Re-occupying the building for the Public Defender only
- Re-occupying the buildings with Public Defender, the Sheriff and the Department of Human Services
- Re-occupying the buildings with unknown mixed tenants

These options will require, at a minimum, two meetings with these agencies to understand their spatial needs to produce an architectural programming document. This document will then be used for you to produce sketches of how the agency's spatial requirements could be incorporated into the East and/or West Buildings as tenant improvements. Provide a rough order of magnitude costs for these tenant improvements.

Your presence at meetings beyond the architectural spatial programming meetings will be required; assume eight hours total. The work will be performed on a time and material not-to-exceed basis and your rates and contract cost, plus overhead and fees, are to be separate line items. Your proposal is to include a preliminary schedule.

The County is prepared to support this scope of work with various reports and information from 2004 tenant improvement design drawings, 2008 seismic report, 2003 hazardous assessment and various studies done on specific systems such as the elevator, windows, and roof.

The County of Monterey looks forward to receiving your proposal which is due on or before March 18, 2011.

Sincerely,
Yordan T. Karvan, M.S., P.E.
Director of Public Works

By: Judy Jaska
Architectural Services Manager (Interim)

Moved to: email@ Monterey County.com

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