



## UNION COUNTY IMPROVEMENT AUTHORITY

1499 US Highway One, North, 3<sup>rd</sup> Floor  
Rahway, New Jersey, 07065  
www.ucimprovementauthority.org  
(732) 382-9400 (732) 382-5862 fax

Resolution No. 54-2018

Date: November 7, 2018

### RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING AWARD OF CONTRACT TO PINNACLE FOR UNION COUNTY FACILITY ASSESSMENT/JUVENILE DETENTION FACILITY EVALUATION AND MASTER PLAN STUDY

APPROVED AS TO FORM:  
Lisa M. da Silva, RMC  
Clerk of the Authority

APPROVED AS TO SUFFICIENCY OF FUNDS  
☒ YES ☐ NO ☐ NONE REQUIRED  
UNION COUNTY IMPROVEMENT AUTHORITY

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Barnett</i>	✓		✓				
<i>D'Elia</i>	✓		✓				
<i>Gunderman</i>		✓					
<i>Hockaday</i>	✓		✓				
<i>Huff, Treasurer</i>		✓					
<i>Lattimore</i>	✓		✓				
<i>Salerno, Secretary</i>	✓		✓			✓	
<i>Bornstad, Vice Chair</i>	✓		✓				✓
<i>Rountree, Chairwoman</i>	✓		✓				

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY  
AUTHORIZING AWARD OF CONTRACT TO PINNACLE FOR UNION  
COUNTY FACILITY ASSESSMENT/JUVENILE DETENTION FACILITY  
EVALUATION AND MASTER PLAN STUDY**

**WHEREAS**, a regular meeting of the Union County Improvement Authority (the "Authority") was held on November 7, 2018; and

**WHEREAS**, pursuant to N.J.S.A. 40:37A-55(t), a county improvement authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the authority subject to the "Local Public Contracts Law," N.J.S.A. 40A:11-1, et seq.; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), any contract, purchase or agreement, the subject matter of which consists of professional services is an exception to the public bidding requirements of the Local Public Contracts Law; and

**WHEREAS**, it is necessary for the Authority to obtain professional construction management services (the "Services") for the facility assessment of the Juvenile Detention Facility and Master Plan study; and

**WHEREAS**, the Services are an exception to the public bidding requirements of the Local Public Contracts Law as a professional service; and

**WHEREAS**, in accordance with N.J.S.A. 19:44A-20.4 et seq., the Authority undertook a fair and open process and advertised a request for qualifications for the provision of the Services; and

**WHEREAS**, the Authority by Resolution No. 7-2018 qualified Pinnacle Consulting and Construction Services to provide said services; and

**WHEREAS**, the Authority by Resolution No. 8-2018 appointed Pinnacle Consulting & Construction Services to perform construction management services as needed by the Authority; and

**WHEREAS**, the Authority would like to authorize the services as more completely described in Pinnacle Consulting & Construction Services Proposal of October 25, 2018;

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE UNION COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:**

1. The Authority hereby qualifies Pinnacle Consulting and Construction Services to perform construction management services by conducting an assessment and evaluation of the Juvenile Detention Facility and Master Plan Study at a cost not to exceed \$177,000.00;
2. The Authority authorizes the Executive Director of the Authority to approve and execute a contract with Pinnacle Consulting and Construction Services setting forth the terms of the provision of the Services. Such approval and execution by the Executive Director shall be deemed approval by the Authority and no further action or approval shall be required.
3. The Secretary of the Authority is directed to cause a brief notice of the above qualification to be published as required by N.J.S.A. 40A:11-5(1)(a)(i).

## **AGREEMENT**

**THIS AGREEMENT** made and entered into this    day of 2018, by and between the **UNION COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey, pursuant to and in accordance with the County Improvement Authorities Law, constituting chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time ( the “Act”), with offices located at 1499 U.S. Highway 1 North, Rahway, New Jersey hereinafter referred to as **Authority** and Pinnacle Consulting and Construction Services, Inc. having its principal place of business at One Gateway Center, Suite 2600, Newark, NJ 07102 hereinafter referred to as **Vendor**.

**WITNESSETH** that the **Authority** and the **Vendor**, for the consideration hereinafter mentioned, mutually covenant and agree as follows:

### **1. SCOPE OF WORK**

The County shall enter into an Agreement with **Vendor** for the sum not to exceed \$ 177,000.00 and **Vendor** shall furnish all of the services and where applicable, all material, equipment and supplies and perform all of the labor, in a good and workmanlike manner, in accordance with their October 25, 2018 Project Proposal for the Juvenile Detention Facility which is annexed hereto as Appendix A, and incorporated herein as part of this Agreement and collectively with this Agreement referred to as the "contract documents". **Vendor** shall do everything required by such contract documents.

Further, the **Vendor** agrees to comply with all Federal and State and local laws applicable to this Agreement

### **2. DATES OF CONTRACT**

This Agreement shall commence on upon execution of said contract and shall terminate twelve months later.

### **3. CONFIDENTIALITY OF DOCUMENTS**

All data and documentation arising out of the performance of this contract are the property of the **Authority**. Any data or documentation whose premature disclosure would be detrimental to the **Authority** shall remain confidential and shall only be released to authorized personnel, in accordance with the Open Public Records Act and the Open Public Meetings Act.

### **4. INSURANCE**

On or before commencing the work the **Vendor** shall file with the **Authority** evidence of insurance coverage. The policy shall state "All bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions is to be considered as arising out of one occurrence". Coverage shall be effective and continuous for the entire term of the Agreement. The **Authority** shall be named as additional insured on the policy.

The **Authority** requires all **Vendors** to be able to comply with the following insurance requirements. The **Vendor** must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the **Authority**.

#### **INSURANCE REQUIREMENTS APPLICABLE TO ALL VENDORS:**

A Certificate of Insurance shall be filed with the **Authority** prior to commencement of the work. This Certificate shall contain a provision that insurance afforded under the policies will not be canceled without at least 30 days prior written notice being given to the **Authority** and name the **Authority** as additional insured.

1. Automobile Liability Insurance in an amount of not less than \$1,000,000.00 combined single limit for bodily injury and property damage liability. A certificate of such current insurance shall be provided to the **Authority** and shall reflect the provision of at least 30 days notice to the **Authority** before any major cancellation or

major change may be made in the policy.

2. Workers Compensation Insurance insuring the obligation of the Contractors and all subcontractors under the New Jersey Workers Compensation and Occupational Disease Laws as respects work performed under this Contract. Insurance shall be extended to include any obligations under “the United States Longshoremen's and Harbor Workers Act” or any maritime Act, when applicable.
3. General Liability Insurance shall be provided on a Comprehensive General Liability Form with a Combined Single Limit of \$1,000,000.00 per Occurrence for Bodily Injury Liability and Property Damage Liability and shall include the interest of the **Authority** with Respect to work emanating from the Contract with the **Authority**.  
This instance shall include the following:
  - (a) Personal Injury Liability,
  - (b) Blanket Contractual Liability applying to assumption of liability under any written, Contract,
  - (c) Products and/or Completed Operations Liability

## **5. INDEMNIFICATION**

The **Vendor's** liability to the **Authority** and its employees in third party suits shall be as follows:

- a. Indemnification for Third Party Claims - The **Vendor** shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the **Authority** and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this **Agreement**.
- b. The **Vendor** further agrees that this indemnification includes: claims and damage to property and bodily injury, sickness, disease or death to persons or injury to or destruction of tangible property, including the work itself, and the loss of use resulting therefrom, or the loss of use of tangible

property which has not been physically injured or destroyed, which may arise out of or be caused by the actions, activities or omissions of the **Vendor's** employees, subcontractors and agents in connection with the performance of the work as outlined in this Agreement.

- c. The **Vendor's** indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations herein.

## **6. INDEPENDENT VENDOR STATUS**

The **Vendor** and its employees, vendors, subcontractors, agents and representatives are, for all purposes arising out of the Agreement, independent contractors and not employees of the **Authority**. It is expressly understood and agreed that the **Vendor** and its employees, vendors, subcontractors, agents and representatives' shall in no event, as a result of the Agreement, be entitled to any benefit to which **Authority** employees are entitled, including but not limited to, overtime retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

## **7. TERMINATION OF CONTRACT FOR CAUSE**

If, through any cause, the successful **Vendor** fails to fulfill in timely and proper manner its contractual obligations in this project, or if the **Vendor** violates any of the warranties or stipulations of its contract, the **Authority** will thereupon have the right to terminate such contract by giving ten (10) days written notice to the **Vendor** of the deficiency and right to cure same, termination and cause therefore, and specifying the effective date of such termination. In the event, the contract is terminated, all finished and unfinished documents, data, studies and reports prepared by the **Vendor** under its contract shall, at the option of the **Authority**, become the **Authority's** property and the **Vendor** shall be entitled to reimbursement for any satisfactory work completed up to the date of the event which is the cause of the termination.

## **8. TERMINATION OF CONTRACT WITHOUT CAUSE**

This agreement may be terminated by thirty (30) days prior written notice from the **Authority** at any time. In the event the contract is terminated all finished and unfinished documents, data, studies and reports prepared by the **Vendor** under its contract shall, at the option of the **Authority**, become the **Authority's** property and the **Vendor** shall be entitled to reimbursement for any satisfactory work performed up to the date of termination.

## **9. CHANGES AND MODIFICATIONS**

The parties may from time to time during the term of the Agreement make changes, extensions of time or other modifications to the Agreement. Such modifications shall only be made in writing and by mutual agreement. Any such changes shall be agreed to by the Director of the applicable department.

## **10. SEVERABILITY**

If any of the provisions of the contract are invalid or unenforceable, such invalidity will not void the entire contract, but rather the entire contract shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced accordingly.

Notwithstanding the above, the **Vendor** shall not be relieved of liability to the **Authority** for damages sustained by the **Authority** by virtue of any breach of the contract.

## **11. PAYMENT**

The **Authority** shall pay this **Vendor** for the work specified by the Agreement a sum not to exceed \$ 177,000.00. Unless otherwise stated. in the specifications, payment requests shall be submitted to the respective Authority every thirty (30) days. The payment request shall sufficiently detail the work performed, services provided or goods delivered and provide the necessary documentation of same.



Payment to the Vendor is to be made within forty-five (45) days after the receipt of Vendor's invoice and properly executed **Authority** voucher.

## **12. FORCE MAJEURE**

Neither party shall be liable to the other for failure to perform its obligations under this Agreement due to fire, flood, strikes or other industrial disturbances, accidents, war, riot, insurrection or other causes beyond the control of the parties.

## **13. DISCRIMINATION**

This **Vendor** acknowledges that he, has a copy of the New Jersey Law Against Discrimination and of the Rules and Regulations thereon issued by the Division of Civil Rights, and shall fully comply therewith as applicable.

## **14. AFFIRMATIVE ACTION**

(REVISED 4/10)  
EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

## **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affection.al or sexual orientation, gender. identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice; to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted Authority employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age; race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract/compliance](http://www.state.nj.us/treasury/contract/compliance)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

### **15. BUSINESS REGISTRATION CERTIFICATE**

In accordance with P.L. 2004, chapter 2004, no contract shall be entered into by the **Authority** unless the Vendor provides a copy of its business registration in accordance with the following schedule:

- (1) In response to a request for bids or a request for proposals, at the time a bid or proposal is submitted; or
- (2) For all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the contracting unit may waive this requirement if a business registration has been previously provided to the contracting agency.

Further, a subcontractor shall provide a copy of its business registration to the Vendor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides proof of valid business registration. The contracting agency shall file all business registrations received by the contracting agency with other procurement documents related to the contract.

The **Vendor** shall maintain and submit to the **Authority** a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided

or services rendered or for construction of a construction project under the contract.

#### **16. COMPLIANCE WITH STATUTE**

It is understood and agreed that should N.J.S.A. 10:2-1 et seq; N.J.S.A 24:10-57.1 and N.J.S.A 57.2; 34:11-56.25; N.J.S.A 40A:11-18 or N.J.S.A 52:33-1, together with any amendment or supplement thereto, be applicable to this contract and should said statute not be complied with, then this contract shall be voidable at the option of the **Authority**.

#### **17. OPEN PUBLIC RECORDS ACT ("OPRA")**

Pursuant to the Open Publics Record Act, N.J.S.A. 47:A-1.1 et seq. ("OPRA"), all information and documentation received in response to this Request for Quotations documents will become the property of the **Authority**. As such, your contract documents will be considered public information and will be available for review by individuals or agencies who request same from the **Authority** unless you affirmatively allege an exception to OPRA applies. It will be your responsibility to defend your position in the appropriate agency or court. Redaction, as a means of preventing disclosure of sensitive information may be available if your contract documents are requested pursuant to OPRA.

#### **18. INSPECTIONS AND RECORDS**

The **Vendor** shall maintain accounting records in a manner so as to enable the **Authority** to easily audit and examine any books, documents, papers, and records maintained in support of the Agreement. Such records shall consist of sufficient documentation to support all invoices and shall adhere to customary and accepted accounting practices. The **Vendor** agrees that the **Authority** shall have the right to examine any of the **Vendor's** records that are directly related to this Agreement. All such documents shall be made available to the **Authority** for inspection and/or copying at its request and upon not less than three (3) business days and shall be clearly identifiable as pertaining to this Agreement. The **Authority** may, at its option, retain at its

expense, a certified public accounting firm of its own choice to conduct periodic audits.

Pursuant to N.J.A.C. 17:44-2.2, "the **Vendor** shall maintain all documentation related to products, transactions or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller or the County upon request."

If requested, the **Vendor** shall deliver to the **Authority** all background material prepared or obtained by the **Vendor** relating to the performance of this Agreement. Background material is defined as original work papers, notes and drafts prepared by the **Vendor** and all, data related to the services being rendered, including electronic data processing forms, computer programs, computer files, pamphlets, and other literature.

#### **19. CLAIMS**

The **Vendor** agrees to furnish the **Authority** with evidence that all claims, either for damages, material furnished or labor supplied, have, been satisfied and paid in full.

#### **20. WITHHOLDING PAYMENT**

The **Vendor** acknowledges that the **Authority** may at its option withhold payment pursuant to N.J.S.A. 40A:11-1 et seq., on said work, and/or the Contract until such claims, if any, for damages that may arise in connection herewith shall have been settled and liquidated by the **Vendor**.

#### **21. GENERAL NOTICE**

All notices required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses as set forth below. All such notices shall be deemed duly given if personally delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notices as provided herein do not waive service of summons or process.

**AUTHORITY:**

UCIA  
Executive Director  
1499 U.S. Highway 1 North  
Rahway, New Jersey

**VENDOR:**

Pinnacle Consulting and Construction  
Services, Inc  
Robert Pasqual, President  
One Gateway Center, Suite 2600  
Newark, New Jersey 07102

**22. GOVERNING LAWS AND JURISDICTION**

This agreement shall be governed by and construed under the laws of the State of New Jersey. The **Vendor** irrevocably agrees that, subject to **Authority's** sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in the courts having status within the State of New Jersey, and the **Vendor** consents and submits to the jurisdiction of any local, state or federal court located within such City, County and State.

**23. WAIVER**

No term or provision of the Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall not be a waiver of the provision itself nor a waiver or consent to any subsequent breach. The headings of articles, paragraphs and sections in the Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

**24. ENTIRE AGREEMENT**

It is expressly agreed that the provisions set forth in the specifications and this Agreement constitute all the understandings and agreements between the parties. Any prior agreements,

promises, negotiations, or representations 1 not expressly set forth here or in the specifications are of no force and effect.

## **25. ASSIGNMENT**

The successful **Vendor** is prohibited d from assigning, transferring, conveying, subletting or otherwise disposing of its agreement or its rights, title, obligation or interest therein to any other person, company or corporation without prior written consent and approval of the **Authority**. If such a transfer without consent occurs, the **Authority** may refuse to carry out its contract with either the Assignor or Assignee, and reserves all rights of action for breach of the contract.

## **26. SUBCONTRACTING**

The subcontracting of this project will not be permitted without the expressed written consent of the **Authority**.

## **27. PRICE CHANGES**

All prices shall be firm and not subject to increase during the period of this contract.

## **28. COOPERATION WITH OTHER VENDORS**

The **Vendor** shall fully cooperate with other **Vendors** of the **Authority**, the **Authority's** employees, or the employees of others as may be required by circumstances or directed by the **Authority**.

## **29. LICENSES AND PERMITS**

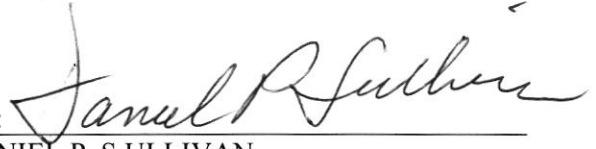
**Vendor** shall be responsible to apply for and obtain all necessary permits and licenses unless the specifications require the **Authority** to obtain such permits and licenses for the performance of **Vendor's** services.

**IN WITNESS WHEREOF**, the parties hereto have, either individually or by their duly authorized representative, set their hands and seals the day and year first above written.

ATTEST:

  
LISA DaSILVA, CLERK  
UCIA

UNION COUNTY IMPROVEMENT  
AUTHORITY

BY:   
DANIEL P. SULLIVAN  
Executive Director

APPROVED AS TO FORM:

  
DAVID MINCHELLO, ESQ.  
UCIA General Counsel

ATTEST:

Pinnacle Consulting and Construction Services

\_\_\_\_\_  
Corporate Secretary / Notary Public

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title





October 25 2018

Daniel Sullivan  
Executive Director  
Union County Improvement Authority  
1499 US Highway One North, 3<sup>rd</sup> Floor  
Rahway, NJ 07065

Re: Union County Facilities Assessment/Juvenile Detention Facility Evaluation  
and Master Plan Study

Dear Dan,

We are pleased to provide you an expanded proposal for continued Construction Management Services for Union County Existing Facilities Assessment/Juvenile Detention Facility Evaluation and Departmental Master Plan Study:

1. Pinnacle will conduct an Existing Facilities Survey which will include the following:

**Outline of Master Plan**

- Prepare a preliminary outline of all existing facilities and all County Departments
- Establish an all inclusive Facilities Master Plan of all department components and function requirements.

**Inventory of Existing Facilities**

- Review existing design documents of all facilities to confirm actual space study.
- Visit all buildings to provide a listing and cost comparison matrix of all owned and leased buildings.

**Existing Program of Departments**

- Meet with all existing departments and representatives for operational requirements for existing and future needs.
- Provide a square footage summary of size comparison and location of all departments and functions.

Pinnacle Consulting & Construction Services, Inc.  
One Gateway Center • Suite 2600 • Newark, NJ 07102  
Phone: 973-353-6218 Fax: 973-622-3423  
[www.pinnacleconsult.net](http://www.pinnacleconsult.net)



#### **Proposed Program of Departments**

- Document advantages and disadvantages related to existing and future locations.
- Identify and document any conflicts of adjacency related issues between departments.
- Identify growth projections for future increase or decrease in size of all departments.

2. Pinnacle will prepare a Preliminary Master Plan including the following:

#### **Proposed Use of Facilities**

- Provide options for the relocation of all existing departments to potential new locations.
- Include alternate locations for various departments in order for decisions on best use and cost comparison analysis.

#### **Parking Study (Existing and Proposed)**

- Provide a study of existing parking needs which will include all off site parking structures and lots.
- Include proposed space study and counts based on meetings with departments.

#### **Draft of Preliminary Master Plan**

- Assemble all of the above documents and data previously prepared into a single comprehensive document for analysis and presentation.
- Provide a summary of all existing facilities and departments
- Include proposed future locations for all departments.

3. Pinnacle will prepare a Final Master Plan to include:

#### **Preliminary Project Budgets and Master Schedule**

- Include Preliminary Cost Estimating of all design options and Project Scheduling
- Establish the overall Project budget and phased timeline of the various Projects.

#### **Issue of Final Master Plan**

- Issue the final documents to include the selected options for all departments
- Include a final recommendation for parking to meet current and future needs
- Include a preliminary Master Schedule and budget for all proposed projects.



4. Pinnacle will prepare a Feasibility Study for the Juvenile Detention Center:

**Scope of Work**

- Review existing Building conditions to include all existing building documents
- Document existing building conditions and layouts for all spaces
- Propose multiple options for potential re-purposing of the existing facility

**Preliminary Cost Estimate**

- Prepare preliminary cost estimates for the multiple options for review
- Provide a final detailed estimate for the selected option

**Master Schedule**

- Prepare preliminary master schedule for renovation and occupancy
- Provide a final detailed schedule for the work consistent with the selected option

To prepare the Master Plan as outlined in the above Scope of Services, the following subconsultants may be required which are not currently included in this proposal and would be determined at a later date:

**Parking Consultant**

- Include both the existing parking that is available and future parking needs
- This will include a study of transportation using train and Bus options.

**Environmental Consultant**

- Provide this Consultant if an existing facility does not have existing documentation/certification.
- Include for decisions for potential renovation, reconstruction or demolition

**Architect/ Mechanical Engineer**

- Services will be limited to preliminary space planning and adjacency studies.
- May be involved in the documentation of an existing Department layout
- May provide a proposed layout of an existing department in a new location.

**Structural Engineer**

- Will be involved if a renovation or reconstruction of an existing facility is required.
- Involves a preliminary review of an existing structural system and applicable codes.



**Document and Material Storage**

- Study Document and material storage both within the county facilities and off site
- Evaluate Future needs for current and archived documents

**Teledata Communications Consultant**

- Evaluate existing County Teledata communications for various departments

**Security Consultant**

- Evaluate the existing county facility security plan
- Incorporated into any future facilities analysis.

**Energy Efficiency Consultant**

- Study potential benefits in energy savings for the retrofit of existing facilities

Based upon the above referenced scope of services for Facilities Assessment Evaluation, Master Plan Study and Juvenile Detention Center Feasibility Study, Pinnacle is pleased to provide an all inclusive lump sum fee of one hundred seventy-seven thousand dollars (\$177,000.00) to be billed monthly based upon services provided over an anticipated twelve month schedule duration.

We hope that our proposal meets with your approval and look forward to your favorable response.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Pasqual", is written over the word "Sincerely,".

Robert Pasqual  
President

Cc: L. Stender  
D. Minchello