

**A G R E E M E N T MA-080-16010397**  
**for**  
**A/E Support Services for Juvenile Hall Multipurpose Rehabilitation Center**

**THIS AGREEMENT**, hereinafter referred to as "AGREEMENT" for purposes of identification hereby numbered TBD, and dated 22nd day of September 2015 is

**BY AND BETWEEN**

County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY"

**AND**

Lionakis, a California Corporation, hereinafter referred to as "A/E",

which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES."

**RECITALS**

**WHEREAS**, COUNTY requires professional services to accomplish projects and/or services ("PROJECTS/SERVICES") as described in TBD Scope Of Work for *Architect-Engineer (A/E) Support Services for Juvenile Hall Multipurpose Rehabilitation Center Project*, hereinafter referred to as "Attachment A," attached hereto and incorporated herein by reference; and

**WHEREAS**, A/E is a firm whose principals are, as required by law, registered by the State of California for the practice of specialized A/E services per the attached Scope of Work.

**NOW, THEREFORE, IT IS AGREED** by and between the parties hereto as follows:

**A. Retainer**

1. COUNTY does hereby retain A/E to perform the PROJECTS/

SERVICES as required by this AGREEMENT.

2. A professional, duly registered in the State of California, who shall be assigned to PROJECTS/SERVICES and whose services are offered by A/E and accepted by COUNTY is Steven Kendrick.

3. A/E may employ special consultants/contractors for the accomplishment of the PROJECTS/SERVICES specified; and, it is agreed that only the following firms or independent consultants/contractors are to be employed to provide these PROJECTS/SERVICES, and that the aggregate money value of their PROJECTS/SERVICES shall not constitute more than forty-nine percent (49%) of the total amount of PROJECTS/SERVICES required under this AGREEMENT:

- a. Capital Engineering Consultants, Inc.
- b. tklsc
- c. Kimley-Horn
- d. AVS Engineers
- e. NUVIS Landscape Architecture & Planning
- f. J.G. Tate Fire Protection Systems, Inc.
- g. Cumming LLC

4. Consultants/contractors may be substituted and/or added by mutual AGREEMENT of A/E and the Director, County of Orange, OC Public Works or his designee, hereinafter referred to as "DIRECTOR".

5. A/E's employment of independent consultants/contractors shall not relieve A/E from the performance of its own responsibilities pursuant to this AGREEMENT. However, all consultants/contractors independently contracting with COUNTY shall be independently liable to COUNTY for the performance of the work pursuant to their agreements, and

A/E shall have no liability for work by contractors independently contracting with COUNTY.

**B. PROJECTS/SERVICES**

1. Description of PROJECTS/SERVICES

a. PROJECT/SERVICES to be performed by A/E shall consist of the work as specified herein and as required in Attachment A. If in the event Attachment A shall be in conflict with any provision of this AGREEMENT, the wording as set forth in Attachment A shall prevail.

b. A/E shall be responsible for submitting all PROJECTS/SERVICES to COUNTY in a form which has been thoroughly reviewed and checked for completeness, accuracy and consistency by the registered professional named in Section A herein; and, any PROJECTS/SERVICES not meeting this requirement will be returned to A/E prior to review by COUNTY.

2. Design Criteria and Standards

All PROJECTS/SERVICES shall be performed in accordance with instructions, criteria and standards set forth by the DIRECTOR.

3. Scheduling

a. Concurrently with the work of the AGREEMENT, A/E shall prepare a progress work schedule and within thirty-five (35) working days from the date of receipt of individual assignments from COUNTY, A/E shall submit to COUNTY two (2) copies of a progress work schedule which shall delineate dates of commencement and completion of the various phases of PROJECTS/SERVICES assignments. A/E schedule shall include required COUNTY review period(s) set forth herein. An approved copy of the progress schedule will be returned to A/E.

b. A/E shall allow at least ten (10) working days for COUNTY review of progress work schedule. In planning work A/E should anticipate and allow ten (10) working days for COUNTY review of each submittal required in Attachment A.

c. A/E shall meet at least once every two (2) weeks with COUNTY to review progress of work, adherence to progress schedule, coordination of work, scheduling of seminars, if needed, and to resolve any problems that may develop.

d. Within two (2) working days of each meeting, A/E shall prepare a brief memorandum summarizing the results of the meeting and shall submit it to COUNTY for concurrence.

e. A/E shall complete all the work of PROJECTS/SERVICES and obtain all approvals by the COUNTY within the time frame indicated in Attachment A except A/E shall not be responsible for any delay beyond the control of A/E.

f. In the event A/E fails to complete the work and obtain the approval of DIRECTOR in the time allowed, COUNTY shall have the option of completing the work by its own forces or by contract with another firm. The time allowed for A/E to complete the PROJECTS/SERVICES pursuant to this AGREEMENT shall be extended for delay caused by COUNTY in completing its work pursuant to this AGREEMENT which delay exceeds the agreed COUNTY review and/or approval time periods.

**C. Assistance by COUNTY**

1. COUNTY shall assign an appropriate staff member to work with A/E in connection with the work of this AGREEMENT. Said staff member's duties will consist of the giving of advice and consultations,

assisting A/E in negotiations with other public agencies and private parties, miscellaneous items which in the judgment of A/E or COUNTY's staff warrant attention, and all other duties as may be described in Attachment A.

2. All of the above activities, however, shall be the primary responsibility of A/E to schedule, initiate and carry through to completion.

**D. Non-Employment of COUNTY Personnel**

1. A/E agrees that it will neither negotiate, offer, or give employment to any full-time, regular employee of COUNTY in professional classifications of the same skills required for the performance of this AGREEMENT who is involved in this Project in a participatory status during the life of this AGREEMENT regardless of the assignments said employee may be given or the days or hours employee may work

2. Nothing in this AGREEMENT shall be deemed to make A/E, or any of A/E's employees or agents, agents or employees of the COUNTY. A/E shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work, provided that A/E is in compliance with the terms of this AGREEMENT. Anything in the AGREEMENT which may appear to give COUNTY the right to direct A/E as to the details of the performance of the work or to exercise a measure of control over A/E shall mean that A/E shall follow the desires of COUNTY, only in the results of the work.

**E. Non-Discrimination**

1. In the performance of this AGREEMENT, A/E agrees that it will comply with the requirements of the California Labor Code and not

engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons.

2. A/E acknowledges that a violation of this provision shall subject A/E to all the penalties imposed for a violation of the California Labor Code.

**F. Employee Eligibility Verification**

1. A/E warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens, and others and that all its employees performing work under this AGREEMENT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. A/E shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations, including but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324 et seq., as they currently exist and as they may be hereafter amended. A/E shall retain all such documentation for all covered employees for the period prescribed by the law.

2. **A/E shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against A/E or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this AGREEMENT.**

**G. Termination of Agreement for Cause**

1. If A/E breaches any of the covenants or conditions of this AGREEMENT, COUNTY shall have the right to terminate this AGREEMENT upon ten (10) days written notice prior to the effective day of termination.

2. A/E shall have the opportunity to cure the alleged breach prior to termination.

3. In the event the alleged breach is not cured by A/E prior to termination, all work performed by A/E pursuant to this AGREEMENT, which work has been reduced to plans or other documents, shall be made available to COUNTY.

**H. Termination for Convenience**

1. Notwithstanding any other provision of the AGREEMENT, COUNTY may at any time, and without cause, terminate this AGREEMENT in whole or in part, upon not less than seven (7) calendar days' written notice to the A/E. Such termination shall be effected by delivery to the A/E of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated.

2. A/E shall immediately stop work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by COUNTY.

3. COUNTY shall pay the A/E for the Work completed prior to the effective date of the termination, and such payment shall be the A/E's sole remedy under this AGREEMENT.

4. Under no circumstances will A/E be entitled to anticipatory or unearned profits, consequential damages, or other

damages of any sort as a result of a termination or partial termination under this Paragraph.

5. A/E shall insert in all subcontracts that the subcontractor shall stop work on the date of and to the extent specified in a notice of termination, and shall require subcontractors to insert the same condition in any lower tier subcontracts.

**Amendment #2**  
Removed "five" and (5) from the Term and Maximum Compensation and replace it with "six" and (6).

**Amendment #2**  
Remove \$1,665,840.00 to revise increase contract amount to \$1,780,875

**I. Term and Maximum Compensation**

The term of this AGREEMENT is for ~~five~~ **six** ~~(5)~~ **(6)** years commencing upon approval by the COUNTY Board of Supervisors, with a maximum allowable compensation of ~~\$1,603,920.00, \$1,665,840~~ **\$1,780,875** except as permitted in Paragraph J below.

**Amendment #1**  
Remove \$1,603,920.00 to revise increase contract amount to \$1,665,840.00

**J. A/E Compensation and Extra Work**

For the PROJECTS/SERVICES authorized under this AGREEMENT, A/E shall be compensated in accordance with the following:

1. For completion and approval of all PROJECTS/SERVICES where "Extra Work" (defined as changes in approved portions of the PROJECT/SERVICES required by and ordered in writing by DIRECTOR which changes constitute a change in or departure from said approved portions of PROJECTS/SERVICES) is not authorized, compensation including reimbursables shall be described and payable as stipulated in Fee Schedule, herein after referred to as "Attachment B", attached hereto and incorporated herein by reference.

2. Where extra work is authorized for PROJECTS/SERVICES:

a. The amount for Extra Work shall be determined using Attachment B. Extra Work shall be required by and ordered in writing by DIRECTOR. If this AGREEMENT is not approved by the Board of Supervisors,



any change that increases the cumulative AGREEMENT price beyond ~~\$100,000~~ \$200,000 must be approved by the Board. Increases in the AGREEMENT amount for services within the existing scope of work may be granted by the DIRECTOR where the amount does not exceed 25 percent of the existing AGREEMENT price or ~~\$100,000~~ \$200,000, whichever is less.

Amendment #2  
Removed "\$100,000" and added \$200,000 per 2019

Amendment #2  
Removed "\$100,000" and added \$200,000 per 2019

b. A/E's billing for the Extra Work shall include but not be limited to names of A/E's staff employed in the Extra Work, classification of employees and number of hours worked.

3. For partial completion of work of PROJECTS/SERVICES followed by default on part of A/E:

a. For failure to complete and secure approval of the first required submittal, there shall be no compensation.

b. For failure to complete and secure approval of other authorized phases, A/E shall, upon completion of PROJECTS/SERVICES by others, be entitled to receive compensation based on approved work of PROJECTS/SERVICES not to exceed the amounts specified in Attachment A for that particular submittal, plus the reasonable value as determined by COUNTY of the non-approved work; provided, however, that if the cost to COUNTY to complete the contract exceeds the amount specified herein, A/E shall be liable to COUNTY for such excess costs attributable to A/E's breach of the AGREEMENT.

**K. Laws to be Observed**

A/E is assumed to be familiar with and, at all times, shall observe and comply with applicable federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the

PROJECTS/SERVICES.

**L. Errors and Omissions**

1. All PROJECTS/SERVICES submitted by A/E shall be complete and shall be carefully checked prior to submission. A/E understands that COUNTY's checking is discretionary, and A/E shall not assume that COUNTY will discover errors and/or omissions. If COUNTY discovers any errors or omissions prior to approving A/E's PROJECTS/SERVICES, the PROJECTS/SERVICES will be returned to A/E for correction. Should COUNTY or others discover errors or omissions in the work submitted by A/E after COUNTY's approval thereof, COUNTY's approval of A/E's PROJECTS/SERVICES shall not be used as a defense by A/E.

2. If A/E subcontracts portions of the architectural or engineering design PROJECTS/SERVICES to be performed under the terms of this AGREEMENT, A/E shall obtain evidence that such subcontractors have purchased Professional Liability Insurance to the same limits as described in Paragraph M (unless modified by Attachment A) and containing the same clauses as the insurance required of A/E under the terms of this AGREEMENT. Evidence of subcontractor's insurance shall be submitted to COUNTY upon request.

**M. Insurance**

1. Prior to the provision of services under this AGREEMENT, the A/E agrees to purchase all required insurance at A/E's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this AGREEMENT have been complied with. A/E agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the COUNTY during the entire

term of this Agreement. The COUNTY reserves the right to request the declarations page showing all endorsements and a certified copy of the policy. In addition, all subcontractors performing work on behalf of A/E pursuant to this AGREEMENT shall obtain insurance subject to the same terms and conditions as set forth herein for A/E.

2. A/E shall ensure that all subcontractors performing work on behalf of A/E pursuant to this AGREEMENT shall be covered under A/E's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for A/E. A/E shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from A/E under this AGREEMENT. It is the obligation of A/E to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by A/E through the entirety of this AGREEMENT for inspection by COUNTY representative(s) at any reasonable time.

3. All self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance. If no deductibles or SIRs apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the COUNTY Executive Office (CEO)/Office of Risk Management upon review of A/E's current audited financial report. A/E shall be responsible for reimbursement of any deductible to the insurer.

4. If the A/E fails to maintain insurance acceptable to the

COUNTY for the full term of this AGREEMENT, the COUNTY may terminate this AGREEMENT.

A. Qualified Insurer

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier). If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

2. The policy or policies of insurance maintained by the A/E shall provide the minimum limits and coverage as set forth below:

| <u>Coverage</u>   | <u>Minimum Limits</u>  |
|---|--|
| Commercial General Liability  | \$1,000,000 per occurrence<br>\$2,000,000 aggregate                    |
| Automobile Liability including converge for owned, non-owned and hired vehicles | \$1,000,000 per occurrence   |
| Workers' Compensation   | Statutory  |
| Employers' Liability Insurance  | \$1,000,000 per occurrence   |
| Professional Liability  | \$1,000,000 per claims made or per occurrence<br>\$2,000,000 aggregate |

B. Required Coverage Forms

1. The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage as broad.

2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

C. Required Endorsements

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

a) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds.

b) A primary non-contributing endorsement evidencing that A/E's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing

2. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents.

3. All insurance policies required by this AGREEMENT shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment

4. A/E shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach

of the AGREEMENT, upon which the COUNTY may suspend or terminate this AGREEMENT.

5. If A/E's Professional Liability policy is a "claims made" policy, A/E shall agree to maintain professional liability coverage for two (2) years following completion of AGREEMENT.

6. The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

7. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

8. If the A/E fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

9. COUNTY expressly retains the right to require A/E to increase or decrease insurance of any of the above insurance types throughout the term of this AGREEMENT. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

10. COUNTY shall notify A/E in writing of changes in the insurance requirements. If A/E does not deposit copies of acceptable Certificates of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this AGREEMENT may be in breach without further notice to A/E, and COUNTY shall be entitled to all legal remedies.

11. The procuring of such required policy or policies of insurance shall not be construed to limit A/E's liability hereunder nor

to fulfill the indemnification provisions and requirements of this AGREEMENT, nor act in any way to reduce the policy coverage and limits available from the insurer.

D. ~~Certificate Holder Information~~ Indemnity/Compliance

~~1. The County of Orange has contracted with Ebix RCS to monitor insurance certificated and endorsements for compliance with the above requirements. Upon initial award of a Contract, the certificate(s) and endorsement(s) should be forwarded to the agency/department address listed on the solicitation. The County will forward these documents to Ebix RCS on your behalf. Ebix RCS may contact you to advise you of deficiencies and request corrected documents. Please cooperate with their request for information or corrections in order for the County to continue your Contract through the expiration date.~~

1. A-E shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, and its respective agents, officers, and employees from employer sanctions and any other liability which may be assessed against A-E or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.

2. All PROJECTS/SERVICES submitted by A-E shall be complete and shall be carefully checked prior to submission. A-E understands that COUNTY's checking is discretionary, and A-E shall not assume that COUNTY will discover errors and/or omissions. If COUNTY discovers any errors or omissions prior to approving A-E's PROJECTS/SERVICES, the PROJECTS/SERVICES will be returned to A-E for correction. Should COUNTY

**Amendme  
nt #2**  
Certificate  
Holder  
Information  
removed  
and  
Indemnity  
Compliance  
is added.

or others discover errors or omissions in the work submitted by A-E after COUNTY's approval thereof, COUNTY's approval of A-E's PROJECTS/SERVICES shall not be used as a defense by A-E.

**N. Indemnification**

A/E agrees to, indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, the County of Orange ("COUNTY"), their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the A/E. If judgment is entered against A/E and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of A/E and COUNTY or COUNTY INDEMNITEES, A/E and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve A/E of any insurance requirements or obligations created elsewhere in this AGREEMENT.

**O. Award of Construction Agreement and Other Future Agreements**

A/E is hereby informed that provisions of the Public Contract Code, the Political Reform Act of 1974, other statutes, regulations, and COUNTY policy prohibit, as an impermissible conflict of interest, the award of a contract for the construction of the project(s) on which A/E performed architectural-engineering services under this A/E AGREEMENT. A/E is hereby informed that these statutes and regulations



could also prohibit the award to A/E of design or other contracts on future phases related to tasks performed by A/E under this AGREEMENT. This prohibition applies also to a subcontractor of or parent company of the firm that performed architectural-engineering tasks under this AGREEMENT.

**P. Amendments**

No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.

**Q. Successors and Assigns**

The terms and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

**R. Entirety**

This AGREEMENT contains the entire agreement between the parties with respect to the matters provided for herein.

**S. Severability**

If any part of this AGREEMENT is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall be given effect to the fullest extent reasonably possible.

**T. Binding Obligation**

The PARTIES to this AGREEMENT represent and warrant that this

AGREEMENT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity enforceable in accordance with its terms.

**U. Governing Law and Venue**

1. This AGREEMENT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this AGREEMENT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure, Section 394.

2. The PARTIES specifically agree that by soliciting and entering into and performing PROJECTS/SERVICES under this AGREEMENT, the A/E shall be deemed to constitute doing business within Orange County from the time of solicitation of work, through the period when all PROJECTS/SERVICES under this AGREEMENT is completed, and continuing until the expiration of any applicable limitations period.

Amendment #2  
Article V. has been removed and Intentionally Omitted is added

**V. ~~Child Support Enforcement Requirements~~ Intentionally Omitted**

~~1. To comply with child support enforcement requirements of the COUNTY, within thirty (30) days of notification of selection for award of PROJECTS/SERVICES, A/E agrees to complete and furnish to DIRECTOR the information required in County of Orange Child Support Enforcement Contract Certification, hereinafter referred to as "Exhibit 1," attached hereto and incorporated herein by reference.~~

2. It is expressly understood that this data will be transmitted by COUNTY to governmental agencies charged with the

establishment and enforcement of child support orders and for no other purposes.

**W. Ownership of Documents**

1. All data, including but not limited to letters, reports, files, plans, drawings, specifications, proposals, sketches, diagrams and calculations, prepared by A/E and/or anyone acting under the supervision of A/E pursuant to this AGREEMENT, shall become the property of COUNTY upon preparation by A/E and may be used by the COUNTY as it may require without additional cost to the COUNTY.

2. COUNTY shall not be limited in any way to its use thereof at any time, including the release of this data to third parties. A/E shall be held harmless for release of such data as may be prepared or created under this AGREEMENT to any third party. If A/E and/or anyone acting under the supervision of A/E should later desire to use any of the data prepared in connection with this AGREEMENT, A/E shall first obtain the written approval of COUNTY.

**X. Confidentiality**

1. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, and all written or other information submitted to A/E in connection with the performance of this AGREEMENT shall be held confidential by A/E and/or anyone acting under the supervision of A/E and shall not, without the prior written consent of COUNTY, be used for any purposes other than the performance of the PROJECTS/SERVICES described in Attachment A, nor be disclosed to any person, partnership, company, corporation or agency, not connected with the performance of the PROJECTS/SERVICES. 2. Nothing furnished to A/E which is generally

known among counties in Southern California shall be deemed confidential.

3. A/E and/or anyone acting under the supervision of A/E shall not use COUNTY name or insignia, photographs of the work, or any other publicity pertaining to the work in any magazine, trade paper, newspaper, or other medium without the express written consent of COUNTY.

**Y. Publication**

1. No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this AGREEMENT, are to be released by A/E and/or anyone acting under the supervision of A/E to any person, partnership, company, corporation, or agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this AGREEMENT. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after COUNTY approval.

2. The A/E agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this AGREEMENT or any subsequent amendment of, or effort under this AGREEMENT. A/E must first obtain review and approval of said media contact from the COUNTY through the COUNTY'S Project Manager. Any requests for interviews or information received by the media should be referred directly to the COUNTY. A/E's are not authorized to serve as a media spokespersons for COUNTY projects without first obtaining permission from the COUNTY Project Manager.

**Z. Records and Audit/Inspections**

1. A/E shall keep an accurate record of time expended by A/E and/or consultants employed by A/E in the performance of this AGREEMENT.

2. Within ten (10) days of COUNTY's written request, A/E shall allow COUNTY or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this AGREEMENT.

3. A/E shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of three (3) years after termination or completion of the AGREEMENT or until resolution of any claim or dispute between the PARTIES, whichever is later.

4. Should A/E cease to exist as a legal entity, records pertaining to this AGREEMENT shall be forwarded within a reasonable period of time not to exceed sixty (60) days to its successor in interest or surviving entity in a merger or acquisition, or, in the event of liquidation, to COUNTY.

**AA. Notices**

1. Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES' project managers' routine exchange of information and cooperation during the PROJECTS/SERVICES.

2. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand,

or upon delivery on the actual day of receipt, or no greater than four (4) calendar days after being mailed by U. S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.

3. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For A/E: Lionakis  
1919 19<sup>th</sup> Street  
Sacramento, CA 95811  
Attn: Steven Kendrick  
Phone: 949-955-1919  
E-mail: Steven.Kendrick@lionakis.com

Amendment #2  
Updated contact information  
and address

For COUNTY: OC Public Works/A&E Project Management  
~~1143 E. Fruit St.~~ 601 N. Ross St.,  
~~Santa Ana, CA 92701~~ Santa Ana, CA 92701  
Attn: Will Dube  
Phone: 714-667-4926  
E-mail: Will.Dube@ocpw.ocgov.com

cc: OC Public Works Procurement Services  
~~300 N. Flower St., Suite 838~~  
~~Santa Ana, CA 92703~~  
Attn: ~~Eddie Perkins~~  
Phone: ~~714-667-9635~~  
E-mail: ~~Eddie.Perkins@ocpw.ocgov.com~~  
601 N. Ross St.,  
Santa Ana, CA 92701  
Attn: Sabrina Correa, DPA  
Phone: 714-667-9681  
Email: [Sabrina.Correa@ocpw.ocgov.com](mailto:Sabrina.Correa@ocpw.ocgov.com)

Amendment #2  
Updated contact information  
and address

**AB. Attorney's Fees**

In any action or proceeding to enforce or interpret any provision of this AGREEMENT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

**AC. Interpretation**

1. AGREEMENT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this AGREEMENT.

2. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite having the opportunity to do so.

3. Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this AGREEMENT by any other PARTY hereto or by any person representing them, or both.

4. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this AGREEMENT against the PARTY that has drafted it is not applicable and is waived.

5. The provisions of this AGREEMENT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this AGREEMENT.

**AD. Headings**

The various headings and numbers herein, the grouping of provisions of this AGREEMENT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

**AE. Acceptance**

Unless otherwise agreed to in writing by COUNTY acceptance shall not be deemed complete unless in writing and until all the services

have actually been received, inspected, and tested to the satisfaction of COUNTY.

**AF. Consent to Breach not Waiver**

1. No term or provision of this AGREEMENT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

2. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

**AG. Remedies Not Exclusive**

The remedies for breach set forth in this AGREEMENT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this AGREEMENT does not preclude resort by either party to any other remedies provided by law.

**AH. Independent Contractor**

1. As referenced in Section D of this AGREEMENT, A/E shall be considered an independent contractor.

2. Neither A/E, its employees nor anyone working under A/E shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

**AI. Bills and Liens**

A/E shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. A/E shall not permit any lien or charge to attach to the work or the premises, **but if any does so attach, A/E shall promptly procure its release and, in accordance with**



the requirements of the indemnification paragraph above, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses arising from or related thereto.

**AJ. Changes**

A/E shall make no changes in the work or perform any additional work without the COUNTY'S specific written approval.

**AK. Assignment**

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this AGREEMENT nor any portion thereof may be assigned or sub-contracted by A/E, by any means whatsoever including but not limited to acquisition by merger, without the express written consent of COUNTY. Any attempt by A/E to assign or sub-contract the performance or any portion thereof of this AGREEMENT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this AGREEMENT.

**AL. Changes in Ownership**

A/E agrees that if there is a change or transfer in ownership, including but not limited to merger by acquisition, of A/E's business prior to completion of this AGREEMENT, the new owners shall be required under terms of sale or other transfer to assume A/E's duties and obligations contained in this AGREEMENT and to obtain the written approval of COUNTY of such merger or acquisition, and complete the obligations and duties contained in the AGREEMENT to the satisfaction of COUNTY.

**AM. Force Majeure**

A/E shall not be assessed with damages or unsatisfactory

performance penalties during any delay beyond the time named for the performance of this AGREEMENT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided A/E gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and A/E avails himself of any available remedies.

**AN. Compliance with Laws**

1. A/E represents and agrees that services to be provided under this AGREEMENT shall comply, at A/E's expense, with applicable standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and other laws applicable to the PROJECTS/SERVICES at the time PROJECTS/SERVICES are provided to and accepted by COUNTY.

2. A/E acknowledges that COUNTY is relying on A/E for such compliance, and pursuant to the requirements of the indemnification paragraph above, **A/E agrees that it shall defend, indemnify and hold COUNTY and COUNTY INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.**

**AO. Calendar Days**

Any reference to the word "day" or "days" herein means calendar day or calendar days, respectively, unless otherwise expressly provided.

**AP. Breach of Contract**

The failure of the A/E to comply with any of the provisions, covenants or conditions of this AGREEMENT shall be a material breach of this AGREEMENT. In such event, in addition to any other remedies available

at law, in equity, or otherwise specified in this AGREEMENT, the COUNTY may:

1. afford the A/E written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this AGREEMENT within which to cure the breach;

2. discontinue payment to the A/E for and during the period in which the A/E is in breach; and

3. offset those monies disallowed pursuant to the above, against any monies billed by the A/E but yet unpaid by the COUNTY.

**AQ. Default**

1. In the event any equipment or service furnished by the A/E in the performance of this AGREEMENT should fail to conform to the specifications therein within one (1) calendar year from the COUNTY's acceptance of the equipment or service, or any performance period specifically specified within the specifications or AGREEMENT, whichever is greater, the COUNTY may reject same, and it shall become the duty of the A/E to reclaim and remove the items without expense to the COUNTY and to immediately replace all such rejected equipment or service with others conforming to such specifications, provided that should the A/E fail, neglect or refuse to do so within one hundred and twenty (120) calendar days, the COUNTY shall have the right to purchase on the open market a corresponding quantity of any such equipment or service and to deduct from any monies due or that may thereafter become due to the A/E the difference between the price specified in this AGREEMENT and the actual cost to the COUNTY.

2. In the event the A/E shall fail to make prompt delivery

as specified of any equipment or service, the same conditions as to the rights of the COUNTY to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this AGREEMENT.

3. In the event of the cancellation of this AGREEMENT, either in whole or in part, by reason of the default or breach by the A/E, any loss or damage sustained by the COUNTY in procuring any equipment or service which the A/E agreed to supply under this AGREEMENT shall be borne and paid for by the A/E.

4. Default shall include failure to carry out any of the requirements of this AGREEMENT, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the PROJECTS/SERVICES as agreed to herein, or otherwise substantially violating any provision of this AGREEMENT.

5. Upon termination of the AGREEMENT with A/E, the COUNTY may begin negotiations with a third-party A/E to provide goods and/or PROJECTS/SERVICES as specified in this AGREEMENT.

6. The right of either party to terminate this AGREEMENT hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

**AR. Conflict of Interest Contractor Personnel**

1. The A/E shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the A/E; the A/E's employees, agents, and relatives; sub-tier contractors; and

third parties associated with accomplishing work and PROJECTS/SERVICES hereunder.

2. A/E's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from: making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.

**AS. Title to Data**

1. All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the A/E in the performance of this AGREEMENT, will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the A/E after completion or termination of this AGREEMENT without the express written consent of the COUNTY.

2. All materials, documents, data or information, including copies furnished by COUNTY and loaned to A/E for his temporary use, must be returned to the COUNTY at the end of this AGREEMENT unless otherwise specified by the DIRECTOR.

**AT. Availability of Funds**

The obligation of COUNTY is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the COUNTY to expend or as involving the COUNTY in any contract or other obligation for future payment of money in excess of appropriations authorized by law.

**AU. Contingency of Funding**

A/E acknowledges that funding or portions of funding for this

AGREEMENT may also be contingent upon receipt of funds from, and/or appropriation of funds by, the State of California or other funding sources to COUNTY. If such funding and/or appropriations are not forthcoming, or otherwise limited, COUNTY may immediately terminate or modify this AGREEMENT without penalty.

**AV. Contract Construction**

The parties acknowledge that each party and its counsel have reviewed this AGREEMENT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT or any amendment or exhibits hereto.

~~**AW. Labor Code Notice**~~

~~All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the Contract, CONTRACTOR and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.~~

~~**AX. Payroll Records**~~

~~The requirements of Labor Code Section 1776 provide in part:  
1.1.1. CONTRACTOR and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification,~~

Amendment #2 (Increase) Removed AW - AY in order to add  
Amendment #2 Remove Paragraphs AW - AY



~~straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR or any Subcontractor(s) in connection with the work.~~

~~1.1.2. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:~~

~~(a) The information contained in the payroll record is true and correct.~~

~~(b) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.~~

~~1.1.3. The payroll records shall be certified and shall be available for inspection at the principal office of CONTRACTOR on the basis set forth in Labor Code Section 1776.~~

~~1.1.4. CONTRACTOR shall inform COUNTY of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.~~

~~1.1.5. Pursuant to Labor Code Section 1776, CONTRACTOR and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that CONTRACTOR or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to COUNTY, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for~~

Amendment  
#2  
Remove  
Paragraphs  
AW – AY

~~each worker to whom the noncompliance pertains, until strict compliance is effectuated. CONTRACTOR acknowledges that, without limitation as to other remedies of enforcement available to COUNTY, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due CONTRACTOR. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.~~

~~**AY. Wage Rates**~~

~~CONTRACTOR and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. CONTRACTOR shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of COUNTY's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at [www.dir.ca.gov](http://www.dir.ca.gov). If the Contract is federally funded, CONTRACTOR and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.~~

**AW. Wage Rates**



Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at [www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD). The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

Amendment #2 Paragraph AW added

**AX. Apprenticeship Requirements**

The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

Amendment #2 Paragraphs AX, AY, AZ:1-10 added.

**AY. Registration of Contractor**

All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract,

Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

**AZ. Payroll Records**

1. Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

2. The requirements of Labor Code Section 1776 provide, in summary:

3. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

4. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

5. The information contained in the payroll record is true and correct.

6. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

7. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

8. Contract shall inform County of the location of the payroll records, including the street address, city and county, and shall within five working days, provide a notice of any change of location and address of the records.

9. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

10. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

Amendment  
#2  
Paragraph  
BA added.

**BA. Work Hour Penalty**

Eight hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-1/2 times the basic rate of pay.

Amendment  
#2  
Paragraph  
BB added.

**BB. Apprentices**

1. The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

2. Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

3. Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.

4. The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this AGREEMENT on the dates opposite their respective signatures:

*Lionakis,  
a California Corporation,*

Date: \_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

*(If a corporation, the document must be signed by two corporate officers. The 1<sup>st</sup> must be either Chairman of the Board, President or any Vice President.)*

Date: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title

*(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.)*

COUNTY OF ORANGE,  
a political subdivision of the State of California

Date: \_\_\_\_\_

By \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM  
Office of the County Counsel  
Orange County, California

By: \_\_\_\_\_  
Deputy

## ATTACHMENT A SCOPE OF WORK

### I. BACKGROUND

The passage of Senate Bill (SB) 81 (Stats. 2007, Chapter 175) shifts the responsibility for the rehabilitation of youthful offenders in California from state to local juvenile justice systems, where rehabilitation can take place closer to each youth's community. Among SB 81's many provisions, the Local Youthful Offender Rehabilitative Facilities (LYORF) Construction Financing Program authorized \$300 million in state-issued lease-revenue bonds for the acquisition, design, renovation and construction of LYORFs to support the rehabilitation of youthful offenders at the local level. Conditional awards totaling \$220.8 million were made in early 2009 under the first round of the LYORF Construction Financing Program. On behalf of the State of California, the Board of State and Community Corrections (BSCC) has made the remaining \$79.2 million available for lease-revenue bond financing.

On September 12, 2014, the BSCC issued SB 81, Round Two Construction of LYORF Request for Proposals (RFP), as authorized by Welfare and Institutions Code (WIC), Sections 1970-1978. For large counties such as Orange County, \$17.5 million has been established as the maximum amount of state financing available. Based on a thorough assessment of the current and future juvenile facility needs of the Orange County Probation Department (Probation), as well as extensive conversations with BSCC staff, Probation developed and submitted a project proposal requesting the maximum amount of \$17,500,000 from the State to construct a Multipurpose Rehabilitation Center (MRC) at the Juvenile Hall and Youth Leadership Academy (YLA) campus, consisting of a new visitation facility, program space and a gymnasium. Subsequently, on April 9, 2015, the County received a Notice of Conditional Award for the full requested amount of \$17.5 million, which means the State determined the County is qualified to move forward in the LYORF process.

In Orange County, Juvenile Hall is one of the local institutions for youthful offenders operated by Probation, and it houses boys and girls, generally between ages 12 and 20. Juvenile Hall, located in the City of Orange, is a 434-bed institution. YLA is a self-contained 120-bed juvenile detention facility, which shares common facilities with Juvenile Hall (e.g., school, library, recreation fields and kitchen). The County's proposed project for construction of a MRC at the Juvenile Hall and YLA campus would meet the needs of the County by replacing the outdated Visiting Center. A new and welcoming visitation facility will improve the convenience and quality of visitation leading to an increase in family involvement, which in turn, improves the chances for a successful outcome.

Currently there is insufficient program space at the Juvenile Hall and YLA campus, and there is no gymnasium for indoor, large muscle exercise or recreational activities for times during inclement weather (e.g., excessive heat, rain) or when outdoor lighting is insufficient. Construction of new program space and a gymnasium will make it possible for the County to accommodate large family and community events on-site and offer a variety of vocational, recreational and social activities in a setting that emulates life at home and in the community.

### II. PROJECT DESCRIPTION:

Juvenile Hall – Multipurpose Rehabilitation Center is located at 331 The City Drive South, in Orange CA. The project consists of the design and construction a new 25,000 square foot, single story multipurpose rehabilitation center on the existing Orange County Juvenile Hall campus located on The City Drive in Orange, California. The project is funded under Senate Bill SB81. The new facility basically will consist of a visitation area, program space, a small warming type kitchen, gymnasium, and adjacent site work. The proposed site of approximately 60,000 square feet and is

currently used as an athletic field for the campus. The overall site is relatively flat and seismically independent of any existing structures. The project schedule assumes the project will be “established” as a project by the State Public Works Board in late May 2016, with construction documents completed prior to August 2016, with a twelve month construction period commencing in August 2017. Preliminary construction cost is estimated to be \$17,500,000.

### III. **PROJECT SCOPE OF WORK:**

This project/change shall provide the following:

- A. The scope of work for the selected Architect-Engineer (A-E) firm will include development of detailed plans and specifications required for the construction of a new 25,000 SF Multi-Purpose building.
- B. The design shall be based on the selected solution and include but not limited to the following: All necessary designs, drawings, specifications, equipment and utility documents, construction observation and administration necessary to complete the design and construction of the project.

### IV. **PROJECT SERVICES:**

#### **PHASE 0 – PROJECT ADMINISTRATION AND MANAGEMENT**

During the project, certain activities occur in each phase. These activities, described below, are non-sequential and may not be applicable to all phases of the project. These activities include:

#### **0.01 Project Administration services including:**

- .01 Initial consultation in development of the Project.
- .02 Preparation of compensation estimates and professional services agreement(s).
- .03 Project-related research.
- .04 Conferences.
- .05 Communications.
- .06 Travel time.
- .07 Progress reports.
- .08 Direction of the work of in-house personnel.
- .09 Schedule monitoring

#### **0.02 Disciplines Coordination Document Checking services consisting of:**

- .01 Coordination between Lionakis’ work and the work of engineering and other involved disciplines for the Project.
- .02 Quality control, review and checking of documents prepared for the Project.

#### **0.03 Agency Consulting Review Approval services including:**

- .01 Research of and analysis of applicable codes and regulations.
- .02 Preparation of written and graphic explanatory materials.



- .03 Appearances on County of Orange's behalf at agency meetings.
- .04 Board of State and Community Corrections (BSCC).
- .05 State Fire Marshall (SFM).
- .06 State Public Works Board (SPWB).
- .07 Presentations to County of Orange.
- .08 Department of Finance (DOF).
- .09 California Department of Corrections & Rehabilitation (CDCR).

**0.04 Owner-supplied Data Coordination services including:**

- .01 Review and coordination of data furnished for the Project as a responsibility of the County of Orange.
- .02 Assistance to the County of Orange in obtaining existing drawings and related data.
- .03 Site photography.

**PHASE 1 – INITIAL PROJECT START UP**

The initial project review is the first step for LIONAKIS to review project scope and existing conditions with the project team, Client representatives, and the County Project Manager.

**1.01 Project Commencement**

- .01 Review the design schedule and the milestones, including the time allowed for the deliverables and approvals required at each milestone.
- .02 Review all contractual requirements, including the A-E Guide and project specific Scope of Work, and become familiar with the requirements. Review the specific phase submissions and guidelines applicable to the project.

**1.02 Project Kick-Off Meeting**

- .01 Review and clarify the project intent and scope with all stakeholders (County Project Manager, Client, appropriate facility staff and other project impacted organizations)
- .02 Become familiar with factors and restrictions that may affect the project.

**PHASE 2 - PRE DESIGN**

In the Predesign Phase Lionakis, shall provide those services necessary for Lionakis to assist the County of Orange in establishing program and time requirements and limitations for the Project prior to beginning design.

- 2.01 Programming services** based on program information provided by the County of Orange, required to establish the design objectives, limitations and criteria, space requirements, space relations, special equipment and systems, and site requirements.
- 2.02 Space Schematic Flow Diagrams** services consisting of diagrammatic studies and pertinent descriptive text for general space allocations and adjacency.
- 2.03 Site Review** services consisting of researching, assembling, review and supplementing information including photography, review of existing design data, review of existing drawings

for critical inaccuracies and review of existing geotechnical report and topographic survey information.

- 2.04 Site Development Planning services consisting of preliminary site analysis, and preparation and comparative evaluation of conceptual site development designs, based on land utilization, existing structures placement, circulation and parking, and deeds, zoning and other legal restrictions.
- 2.05 On-site Utility Studies services consisting of establishing requirements for on-site electrical service and distribution, gas service and distribution, water supply and distributions, site drainage, sanitary sewer collection and disposal, storm water collection and disposal, fire systems, emergency systems, security, site illumination, and communications systems.
- 2.06 Project Scheduling services consisting of establishing a schedule for decision-making, design, documentation, contracting and construction, based on determination of Lionakis' services, the County of Orange's responsibilities and proposed design and construction procedures.
- 2.07 Basis of Design services including a program summary, adjacency diagrams and project schedule.
- 2.08 Presentations services consisting of presentations of Pre-design Phase analyses and recommendations by LIONAKIS to the following client representatives:
  - .01 County of Orange Public Works.
  - .02 Orange County Probation Department.
  - .03 DOF, BSCC, and CDCR Finance Kick-Off Meeting.

### **PHASE 3 - SCHEMATIC DESIGN**

In the Schematic Design Phase Lionakis, shall provide those services designated necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components for approval by the County of Orange or on program requirements provided by the County of Orange and reviewed and agreed upon by Lionakis.

- 3.01 Architectural Design Documentation services responding to program requirements consisting of:
  - .01 Conceptual site and building plans.
  - .02 Preliminary sections and elevations.
  - .03 Preliminary selection of building systems and materials.
  - .04 Development of approximate dimensions, areas and volumes.
  - .05 Perspective sketches
- 3.02 Structural Design Documentation services consisting of recommendations regarding basic structural materials and systems, analyses and development of conceptual design solutions.
- 3.03 Mechanical Design Documentation services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
  - .01 Energy sources.
  - .02 Energy conservation.
  - .03 Heating and ventilating.

- .04 Air conditioning.
  - .05 Plumbing.
  - .06 Fire protection.
  - .07 Special mechanical systems.
  - .08 General space requirements.
- 3.04 Electrical Design Documentation** services consisting of identification of power utility and available fault current, consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:
- .01 Power service and distribution.
  - .02 Lighting.
  - .03 Telephones.
  - .04 Fire detection and alarms.
  - .05 Security systems.
  - .06 Electronic communications.
  - .07 General space requirements.
- 3.05 Civil Design Documentation** services during the Schematic Design Phase consisting of development of conceptual design solutions for:
- .01 On-site utility systems.
  - .02 Off-site utilities work to extend utilities to site.
  - .03 Fire protection systems.
  - .04 Drainage systems and storm water management.
  - .05 Paving.
- 3.06 Landscape Design Documentation** services consisting of development of conceptual design solutions for land forms, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.
- 3.07 Interior Design Documentation** services consisting of space allocations and utilization plans based on County workplace design guidelines, functional relationships, and development of conceptual design solutions for architectural, mechanical, electrical and equipment requirements in order to establish:
- .01 Partition locations.
  - .02 Reflected ceiling plans.
  - .03 Furniture, cabinet, and equipment layouts.
- 3.08 Commissioning Agent** services consisting of development of the Owner's Project Requirements (OPR) and sustainable Basis of Design (BOD) for review by the County and design team.
- 3.09 Materials Research Specifications** service consisting of identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design, and specifications Table of Contents.

- 3.10 Project Scheduling services consisting of reviewing and updating previously established Project Schedules for decision-making, design, documentation, contracting and construction.
- 3.11 Statement of Probable Construction Cost services consisting of development of a probable construction cost for the Project, and “three page summary”, based on the most recent schematic design studies, current and historic area, volume, or other unit costs, expected Project delivery process, and appropriate contingencies.
- 3.12 Basis of Design services including general description of major project components, type of construction, and building systems and equipment recommended.
- 3.13 Presentations services consisting of presentations of Schematic Design Documents by Lionakis to the following:
- .01 County of Orange Public Works.
  - .02 Orange County Probation Department.
  - .03 BSCC & SPWB
  - .04 SFM.

#### **PHASE 4 - DESIGN DEVELOPMENT**

In the Design Development Phase Lionakis, shall provide those services designated necessary to prepare from the approved Schematic Design Documents, for approval by the County of Orange, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including architectural, structural, mechanical and electrical systems, site design, and materials and such other elements as may be appropriate. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation.

- 4.01 Architectural Design Documentation services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
- .01 Plans, sections and elevations.
  - .02 Typical construction details.
  - .03 Three dimensional sketches, if necessary.
  - .04 Final materials selections.
  - .05 Equipment layouts.
- 4.02 Structural Design Documentation services consisting of continued development of the specific basic structural system and Schematic Design Documents in sufficient details to establish:
- .01 Final structural design criteria.
  - .02 Foundation design criteria.
  - .03 Preliminary sizing of major structural components.
  - .04 Critical coordination clearances.
- 4.03 Mechanical Design Documentation services consisting of continued development and

expansion of mechanical Schematic Design Documents and development of Outline Specifications or materials lists to establish:

- .01 Approximate equipment sizes and capacities.
- .02 Preliminary equipment layouts.
- .03 Required space for equipment.
- .04 Required chases and clearances.
- .05 Acoustical and vibration control.
- .06 Visual impacts.
- .07 Energy conservation measures.

**4.04** Electrical Design Documentation services consisting of continued development and expansion of electrical Schematic Design Documents and development of Outline Specifications or materials lists to establish:

- .01 Criteria for lighting, electrical and communications systems.
- .02 Approximate sizes and capacities of major components.
- .03 Preliminary equipment layouts.
- .04 Required space for equipment.
- .05 Required chases and clearances.

**4.05** Civil Design Documentation services consisting of continued development and expansion of civil Schematic Design Documents and development of Outline Specifications or materials lists to establish the final scope and preliminary details for on-site civil engineering work.

**4.06** Landscape Design Documentation services consisting of continued development and expansion of landscape Schematic Design Documents and development of Outline Specifications or materials lists to establish final scope and preliminary details for landscape work.

**4.07** Interior Design Documentation services consisting of continued development and expansion of interior Schematic Design Documents to establish the final scope and preliminary details relative to interior construction, special interior design features, fixed furniture, furnishings and equipment selections, and materials and finishes and colors.

**4.08** Commissioning Agent services consisting of continued development and expansion of the OPR and sustainable BOD.

**4.09** Life Cycle Cost Analysis services consisting of assessment, on the basis of established relevant economic consequences over a given period of time for mechanical systems.

**4.10** Materials Research Specifications services consisting of development of outline Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment and their criteria and quality standards.

**4.11** Project Development Scheduling services consisting of reviewing and updating previously established schedules of the Project.

**4.12** Statement of Probable Construction Costs services consisting of updating and refining the Schematic Design Phase Statement of Probable Construction Cost of the Project, taken into consideration availability of materials and labor, project delivery procedures, changes in scope of the Project, and adjustments in quality standards.

**4.13** Basis of Design services consisting of updating and refining the previous Basis of Design,

including technical information, schedule, probable construction cost, and code compliance.

**4.14 Presentations** services consisting of presentation by Lionakis to:

- .01 County of Orange Public Works.
- .02 Orange County Probation Department.
- .03 SFM (page turning).
- .04 BSCC / DOF.

**PHASE 5 - CONSTRUCTION DOCUMENTS**

In the Construction Documents Phase Lionakis, shall provide those services necessary to prepare, from the approved Design Development documents, for approval by the County of Orange, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project and bidding and contracting for the construction of the Project.

- 5.01 Architectural Design Documentation** services consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.
- 5.02 Structural Design Documentation** services consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.
- 5.03 Mechanical Design Documentation** services consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.
- 5.04 Electrical Design Documentation** services consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.
- 5.05 Civil Design Documentation** services consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project.
- 5.06 Landscape Design Documentation** services consisting of preparation of irrigation water use calculations, final Drawings and Specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the Project.
- 5.07 Interior Design Documentation** services consisting of preparation of Drawings, Specifications and fixed furnishings, fixed furniture and equipment schedules based on approved Design Development documents, setting forth in detail the requirements for interior construction for the Project.
- 5.08 Commissioning Agent** services consisting of finalization of the OPR and sustainable BOD, and development of the commissioning specifications.
- 5.09 Life Cycle Cost Analysis** services consisting of updating previously prepared LCCA.
- 5.10 Materials Research Specifications** services including:
  - .01 Incorporating the County of Orange's bidding documents which describe the time, place and conditions of bidding, bidding forms, and the form of Agreement

between the Owner and Contractor.

- .02 Incorporating the County of Orange's conditions of the Contract (General, Supplementary, and other Conditions).
- .03 Incorporating and coordinating with the County of Orange's Division 00 and Division 01 sections.
- .04 Development and preparation of project Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- .05 Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.

**5.11 Statement of Probable Construction Cost** services consisting of updating Statement of Probable Construction Cost of the Project when the Construction documents are approximately 100% complete, taking into account:

- .01 Changes in materials, systems or details of construction which have occurred during preparation of the Construction Documents.
- .02 Known changes in the cost of materials, labor and services since preparation of the previous Statement of Probable Construction Cost.
- .03 Adjustments for known or anticipated changes in the bidding market relative to the Project.

**5.12 Presentations** services consisting of presentations by LIONAKIS to:

- .01 County of Orange Public Works.
- .02 Orange County Probation Department.
- .03 County of Orange Board of Supervisors.
- .04 BSCC.
- .05 SFM.

**PHASE 6 - BID AND AWARD**

In the Bidding and Award Phase Lionakis, following Orange County Public Work's approval of the Construction Documents and of the most recent Statement of Probable Construction Cost, shall provide those services designated necessary for Lionakis to assist the County of Orange in obtaining bids for construction.

**6.01 Bidding** services consisting of:

- .01 Participation in pre-bid conferences.
- .02 Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.
- .03 Attendance at bid opening(s).

**6.02 Addenda** services consisting of preparation of Addenda as may be required during bidding including supplementary Drawings and/or Specifications.

**6.03 Bid Evaluation** services consisting of assisting the County Project Manager in evaluation of bids.

**PHASE 7 - CONSTRUCTION ADMINISTRATION**

In the Construction Contract Administration Phase Lionakis, shall provide those services designated necessary for the administration of the construction contract as set forth in the A-EGuidelines.

**7.01 Office Construction Administration services consisting of:**

- .01 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
- .02 Distribution of submittals to the County of Orange, Contractor and/or Lionakis' field representative as required.
- .03 Maintenance of master file of submittals.
- .04 Related communications.

**7.02 Construction Field Observation services consisting of visits to the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents, and preparing related reports and communications. Site visits are based on weekly site meetings for twelve (12) months of construction.****7.03 Information Bulletin (IB) services consisting of:**

- .01 Preparation and distribution of supplemental Drawings, Specifications and interpretations in response to Requests For Interpretation (RFI) by Contractor or the County of Orange and as required by construction exigencies.
- .02 Forwarding County of Orange's instructions and providing guidance to the Contractor on the County of Orange's behalf relative to changed requirements and schedule revisions.

**7.04 Quotation Requests Change Orders services consisting of:**

- .01 Review of Change Order Requests (COR) from Contractor for reasonableness of quantities and costs of labor and materials, to determine if the COR is a Change Order (CO).
- .02 Review and recommendations relative to changes in time for Substantial Completion.
- .03 Assisting in the preparation of appropriate CO.

**7.05 Project Schedule Monitoring services consisting of monitoring the progress of the Contractor relative to established schedules and making status reports to the County of Orange.****7.06 Construction Cost Accounting services consisting of assisting the County Project Manager in evaluation of applications for payment and certification thereof.****7.07 Commissioning Agent services consisting of commissioning kick-off meeting, development of pre-functional checklists, functional testing, integrated testing, and post-construction phase services including O&M manual review, assist with systems manual development, and final commissioning report.****7.08 Project Closeout services initiated upon notice from the Contractor that the Work is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:**



- .01 A detailed inspection with the County Project Manager for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor of items punch list to be completed or corrected.
- .02 Issuance of Certificate of Substantial Completion.
- .03 Inspection upon notice by the Contractor that the Work is ready for final inspection and acceptance.
- .04 Notification to the County of Orange and Contractor of deficiencies found in follow-up inspection, if any.
- .05 Final inspection with the County Project Manager to verify final completion of the Work.

**CLARIFICATIONS**

Lionakis' services shall be limited to those expressly set forth above. If scope of work or deliverables is not specifically listed above they are not considered part of this agreement. Lionakis shall have no other obligations, responsibility or deliverables for the project except as agreed to in writing or as provided in the Owner-Architect Agreement.

**Exclusions**

The following items / services are not included in the Scope of Services described above:

- 1. Site topographic and/or aerial.
- 2. Site boundary survey.
- 3. Off-site engineering design.
- 4. Off-site architectural design.
- 5. Geotechnical engineering.
- 6. Hazardous Materials studies.
- 7. Distribution of Bid Documents.
- 8. Enhanced commissioning services beyond CALGreen Tier 1.

**Allowances**

The following items / services are not included in the Scope of Services described above, but are identified in the fee proposal as allowances:

- 1. Radio coverage study.
- 2. Additional structural, electrical and mechanical design services to meet the Essential Services Building Seismic Safety Act of 1986.
- 3. Reconciliation of design team cost estimate and construction manager cost estimate.
- 4. LEED documentation and/or certification.

**DELIVERABLES (INCLUSIVE OF ALL CONSULTANTS)**

Deliverables will be provided in the format specified in A-E Guidelines.

**PHASE 1 - INITIAL PROJECT START UP**

- 1. Meeting Minutes.

**PHASE 2 – PRE DESIGN**

1. Written program/space requirements.
2. Adjacency diagrams.
3. Basis of design.
4. Project schedule.

**PHASE 3 - SCHEMATIC DESIGN**

1. Basis of design.
2. Concept site plan.
3. Concept building plans.
4. Concept building systems.
5. Code analysis.
6. Probable construction cost and three page estimate.
7. SPWB concept scope text.
8. Project schedule.
9. Meeting minutes.

**PHASE 4 - DESIGN DEVELOPMENT**

1. Basis of design.
2. Code analysis update.
3. Drawings and outline specifications.
4. Probable construction cost.
5. Project schedule.
6. Meeting minutes.

**PHASE 5 - CONSTRUCTION DOCUMENTS**

1. Progress specifications and drawings @ 50%
2. Final construction documents.
3. Final specifications.
4. Final probable construction cost.
5. Meeting minutes.

**PHASE 6 - BID AND AWARD**

1. Bid RFI responses.
2. Addenda.

**PHASE 7 - CONSTRUCTION ADMINISTRATION**

1. Submittal review comments.
2. RFI responses.
3. Information bulletins (IB).
4. Site visit observation reports.
5. COR comments.
6. Supplemental clarification drawings.
7. Meeting minutes.
8. Logs.
9. Punch list comments.

10. Record drawings and specifications.  
11. Commissioning Report

COMPENSATION

1. Basic Services - Lionakis proposes a phased fixed summarized as below. See the A-E Fee Schedule for further distribution of professional services fee.

|  | Fee<br>Cost*        | Direct<br>Total Fee |                       |
|--|---------------------|---------------------|-----------------------|
| Phase 1 – Project Start Up Services:                   | \$13,970.00         | \$0                 | \$13,970.00           |
| Phase 2 – Pre Design Services:                         | \$60,540.00         | \$0                 | \$60,540.00           |
| Phase 3 – Schematic Design Services:                   | \$170,615.00        | \$1,200.00          | \$171,815.00          |
| Phase 4 – Design Development Services:                 | \$287,800.00        | \$1,400.00          | \$289,200.00          |
| Phase 5 – Construction Documents Services:             | \$503,855.00        | \$3,500.00          | \$507,355.00          |
| Phase 6 - Bid and Award Services:                      | \$46,920.00         | \$200.00            | \$47,120.00           |
| <u>Phase 7 – Construction Administration Services:</u> | <u>\$332,920.00</u> | <u>\$3,700.00</u>   | <u>\$336,620.00</u>   |
| Total Contract Amount:                                 | \$1,416,620.00      | \$10,000.00         | <b>\$1,426,620.00</b> |

\* Direct Cost includes deliverables required by A-E Guideline, coordination drawings, agency submittals and travel within Orange County.

2. Special Services – Are provided by others and have not been included in any compensation.

|  |            |            |
|--|------------|------------|
| Asbestos Survey/and Monitoring Services                | \$0        |            |
| Testing and Inspection during Construction             | \$0        |            |
| Geotechnical Services – Report Recommendation          | \$0        |            |
| <u>Geotechnical Services – Construction Monitoring</u> | <u>\$0</u> |            |
| Total Special Services:                                |            | <b>\$0</b> |

3. Reimbursable Items – Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the County Project Manager. Lionakis shall provide the following reimbursable items. Reimbursable Items shall be paid on actual costs supported by invoices. See the A-E Fee Schedule for further distribution of allowances.

|                         |             |
|-------------------------|-------------|
| Reimbursable Allowance: | \$10,000.00 |
| Travel Allowance:       | \$3,000.00  |

|                                      |                       |
|--------------------------------------|-----------------------|
| Radio Coverage Allowance:            | \$20,000.00           |
| Cost Reconciliation:                 | \$10,800.00           |
| Essential Facilities Allowance:      | \$43,500.00           |
| LEED Certification:                  | \$90,000.00           |
| <b>Total Reimbursable Amount:</b>    | <b>\$177,300.00</b>   |
| <b>Total Services not to Exceed:</b> | <b>\$1,603,920.00</b> |

PROJECT PHASES

The following phases of the work shall be completed as indicated. Time frames are based on Project Timetable in the approved SB81 application:

Design Phase

- | <u>Design Phase</u>                           | <u>Due Date</u>  |
|---|--|
| 1. Project Startup/Predesign/Schematic Design | 121 days after notice to proceed to A/E  |
| 2. Design Development                         | 121 days after submittal and approval of Schematic Design                        |
| 3. Construction Documents                     |  |
| a. 75% Submittal                              | 37 days after submittal and approval of Design Development                       |
| b. 100% Submittal                             | 38 days after submittal and approval of 75% submittal of Construction Documents  |
| c. Final Submittal                            | 30 days after submittal and approval of 100% submittal of Construction Documents |
| d. Bid Documents Submittal                    | 236 days after approved Final  |

Construction Phase

- | <u>Construction Phase</u>   | <u>Due Date</u>   |
|-----------------------------|---|
| 1. Construction Observation | 365 days after notice to proceed to Contractor and schedule is determined |

Close-out Phase

- | <u>Close-out Phase</u> | <u>Due Date</u>  |
|------------------------|--|
| 1. Record Drawings     | 30 days after submittal of Contractor red-lined drawings |

REPRODUCTION OF DOCUMENTS

A-E shall provide printing and reproduction (non-Reimbursable Items) at a minimum as follows:

- |                                  |  |
|----------------------------------|--|
| 1. <u>Schematics:</u>            | 3 sets of plans + 2 sets to BSCC & SFM                   |
| 2. Design Development            | 3 sets of plans + 2 sets to BSCC & SFM                   |
| 3. <u>Construction Documents</u> |  |
| a. 75% Submittal:                | 3 sets of plans, draft specifications and cost estimates |
| b. 100% Submittal:               | 4 sets of plans (3 to OCPW Planning) + 2 sets            |

- c. Final Submittal:

  - BSCC & SFM
  - 1 set of specifications + 2 sets to BSCC & SFM
  - 3 sets of structural, mechanical & electrical calculations (2 to OCPW Planning)
  - 3 sets of plans (3 to OCPW Planning) + 2 sets BSCC & SFM
  - 1 set of structural, mechanical, electrical calculations
- d. Bid Documents:

  - 1 set of original drawings
  - 1 set of original specifications
  - 1 CD-PDF of original drawings
- e. Record Drawings:

  - 1 set of final Record Drawings
  - 1 CD-Digital files of final Record Drawings
  - 1 CD-PDF of final Record Drawings

**ATTACHMENT B  
CONTRACTOR'S PRICING**

- I. COMPENSATION:** This is an all-inclusive usage AGREEMENT between COUNTY and A/E Support Services for Juvenile Hall Multipurpose Rehabilitation Center, as set forth in Attachment A, "Scope of Work".

A/E agrees to accept the specified compensation as set forth in this AGREEMENT as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by A/E of all its duties and obligations hereunder. A/E shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **COUNTY shall have no obligation to pay any sum in excess of the Total AGREEMENT Amount specified herein below unless authorized by amendment in accordance with Paragraphs P and AJ of the COUNTY AGREEMENT Terms and Conditions.**

- II. PRICING:** Payment shall be made in accordance with the provisions of this AGREEMENT. Partial progress payments may be allowed at the discretion of the COUNTY Project Manager.

**Amendment #2**  
Remove \$1,665,840.00 and  
revise increased contract  
amount to \$1,780,875

**A. Total AGREEMENT Amount Shall Not Exceed: ~~\$1,603,920.00, \$1,665,840.00,~~  
\$1,780,875.00**

**Amendment #1**  
Remove  
\$1,603,920.  
00 and  
revise  
increase  
contract  
amount to  
\$1,665,840

- III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of this AGREEMENT. All price decreases will automatically be extended to COUNTY.
- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** A/E guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. A/E agrees that no price increases shall be passed along to COUNTY during the term of this AGREEMENT not otherwise specified and provided for within this AGREEMENT.
- V. A/E'S EXPENSE:** A/E will be responsible for all costs related to photo copying, telephone communications and fax communications while on COUNTY sites during the performance of work and services under this AGREEMENT.
- VI. REIMBURSABLE ITEMS:** Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the COUNTY Project Manager. A/E may be entitled to reimbursement for the following, upon prior approval by COUNTY:
- 1) The actual costs of special equipment to be rented, leased or purchased by A/E for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by the COUNTY Project Manager.
  - 2) Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the COUNTY Project Manager.
  - 3) Other actual costs and/or payments specifically approved and authorized in writing by the COUNTY Project Manager and actually incurred by A/E in performance of this Contract.
  - 4) Travel costs shall only be reimbursed if approved in advance in writing by COUNTY Project Manager and are subject to the following restrictions:

- a) Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this Contract shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the A/E's "Home Based" office location and OC Public Works location, as well as mileage within OC Public Works property will not be reimbursed.
- b) Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
- c) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.

All reimbursable expenses must be itemized on A/E invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all A/E invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. A/E is responsible for submitting reimbursable invoices in a format that is acceptable to the COUNTY. Reimbursable items shall be charged at cost. Any third-party or subcontractor services shall also be charged at cost; no mark-ups will be allowed.

- VII. PAYMENT TERMS:** Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the COUNTY, as applicable. Invoices shall be verified and approved by COUNTY and subject to routine processing requirements. The responsibility for providing an acceptable invoice to COUNTY for payment rests with A/E. Incomplete or incorrect invoices are not acceptable and will be returned to the A/E for correction.

Billing shall cover services and/or goods not previously invoiced. The A/E shall reimburse the COUNTY for any monies paid to the A/E for goods or services not provided or when goods or services do not meet the AGREEMENT requirements.

Payments made by COUNTY shall not preclude the right of COUNTY from thereafter disputing any items or services involved or billed under this AGREEMENT and shall not be construed as acceptance of any part of the goods or services.

- VIII. INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the A/E's letterhead. Each invoice will have a unique number and will include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from (A), above
- C. Name of COUNTY agency/department
- D. Delivery/service address
- E. Contract number
- F. Service Date
- G. Description of Services
- H. Total
- I. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

**Amendment #2**  
Update contact  
information



OC Public Works  
Procurement Services  
Attn: Accounts Payable  
~~300 N. Flower St., 8th Fl.~~  
Santa Ana, CA ~~92703~~  
601 N. Ross St. 2<sup>nd</sup> Floor  
Santa Ana, CA 92701

A/E has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the COUNTY via an EFT Authorization Form. To request a form, please contact the DPA.



ATTACHMENT C  
STAFFING PLAN

(Complete and submit as #2.a.1., in Part 3 of Section II “Response Requirements”)

1. A/E KEY PERSONNEL

| KEY PERSONNEL   |                             |                                 |                                 |
|---|-----------------------------|---------------------------------|---------------------------------|
| KEY TEAM MEMBER   | LICENSES/<br>CERTIFICATIONS | YEARS OF RELEVANT<br>EXPERIENCE | LENGTH OF TIME<br>WITH LIONAKIS |
| Steven Kendrick<br>Principal-in-Charge &<br>Project Manager | Architect, CA C14099        | 35                              | 1.5 years                       |
| Maynard Feist<br>Correctional Planner                       | Architect, CA C23115        | 31                              | 27 years                        |
| Richard Hoerner<br>Project Architect/QC                     | Architect, CA C12358        | 37                              | 7 years                         |
| Toby Insinna<br>Construction Admin.                         | Architect, CA C32060        | 28                              | 9 years                         |
| Darron Huntingdale<br>Structural Engineer                   | Struct. Eng., CA 54788      | 20                              | 13 years                        |

A/E understands that the personnel represented as assigned to the AGREEMENT must remain working on the AGREEMENT throughout the duration of the AGREEMENT unless otherwise requested or approved by the COUNTY. Substitution or addition of A/E’s key personnel in any given category or classification shall be allowed only with prior written approval of the COUNTY Project Manager. **Note: The written approval of substituted A/E Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.**

A/E may reserve the right to involve other A/E personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to COUNTY Project Manager written approval. **Note: The written approval of additional A/E Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.** COUNTY reserves the right to have any A/E personnel removed from providing services to COUNTY under this AGREEMENT. COUNTY is not required to provide any reason for the request for removal of any A/E personnel.

**2. SUBCONTRACTOR(S)**

Listed below are subcontractor(s) anticipated by A/E to perform services specified in Attachment A. Substitution or addition of A/E's subcontractors in any given project function shall be allowed only with prior written approval of the COUNTY Project Manager.

| SUBCONTRACTOR TEAM                      |   |   |   |
|---|---|---|---|
| FIRM NAME                               | ADDRESS   | CONTACT PERSON<br>PHONE NUMBER          | PROJECT FUNCTION                                  |
| Capital Engineering Consultants, Inc.   | 2830 Temple Ave.<br>Long Beach, CA 90806                  | John Lionakis<br>(310) 328-3955         | Mechanical and Plumbing Engineering, Food Service |
| tklsc                                   | 15231 Laguna Canyon Road<br>Suite 100<br>Irvine, CA 92618 | Raymond Swartz<br>(949) 751-5800        | Electrical Engineering                            |
| Kimley-Horn                             | 765 The City Drive South<br>Ste 200<br>Orange, CA 92868   | Shahrazad Bigonah<br>(714) 705-1382     | Civil Engineering                                 |
| AVS Engineers                           | 981 Corporate Center Dr.,<br>Ste. 108, Pomona, CA 91768   | Daniel Leung<br>(909) 622-0100          | Security  |
| NUVIS Landscape Architecture & Planning | 3151 Airway Avenue, Suite J3<br>Costa Mesa, CA 92626      | Robert Stone<br>(714) 754-7311 ext. 238 | Landscape Architecture                            |