

CONTRACT MA-080-14011550
FOR
MAINTENANCE SYSTEM ENHANCEMENTS AND PROGRAM MANAGEMENT SERVICES

THIS Contract MA-080-14011550 to provide Maintenance System Enhancements and Program Management Services, (hereinafter referred to as "Contract") is made by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and LA Consulting, Inc., a state of California corporation (hereinafter referred to as "Contractor"), with County and Contractor sometimes individually referred to as ("Party") or collectively referred to as ("Parties").

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Maintenance System Enhancements and Program Management Services under a firm-fixed fee Contract; and,

WHEREAS, County solicited Contract for Maintenance System Enhancements and Program Management Services as set forth herein, and Contractor has represented that it is qualified to provide Maintenance System Enhancements and Program Management Services to the County as further set forth herein; and,

WHEREAS, Contractor agrees to provide Consultant Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Contractor's Pricing, attached hereto as Attachment B; and,

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide Maintenance System Enhancements and Program Management Services under a firm-fixed fee Contract, as set forth in the Scope of Work identified as Attachment A to this Contract and incorporated herein as if fully set forth.
2. **Term:** ~~The term of this Contract shall be effective May 3, 2014 or upon approval by the Orange County Board of Supervisors, whichever occurs later, and shall continue for one (1) year from that date unless otherwise terminated as provided herein. This Contract may be renewed upon expiration of the initial term, for four (4) additional years, upon mutual agreement of both Parties. The County is not obligated to give a reason if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.~~

Amendment #1

2. **Term:** ~~The term of this Contract shall be effective May 3, 2015 or upon approval by the Orange County Board of Supervisors, whichever occurs later, and shall continue for one (1) year from that date unless otherwise terminated as provided herein. This Contract may be renewed upon expiration of the initial term, for four (4) additional years, upon mutual agreement of both Parties. The County is not obligated to give a reason if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.~~

Amendment #2

2. **Term:** The term of this Contract shall be effective May 3, 2016 and shall continue for three (3) years from that date unless otherwise terminated as provided herein.
3. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
4. **Conflict of Interest:** The Contractor 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 Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor'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.
5. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
6. **Publication:** 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 Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County and District, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
7. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news 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. Contractors are not authorized to serve as a media spokespersons for County projects without first obtaining permission from the County Project Manager.
8. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

- b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
 - c. Terminate the Contract immediately without penalty.
9. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Supervisor and the County's project manager as specified in Article 12. "Notices" by way of the following process, such matter shall be brought to the attention of the County DPA by way of the following process:
- a. The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
 - c. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.
10. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
11. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and Contractor personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

12. **Notices:** 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 terms of the work and services. 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 calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. 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.

County: OC Public Works/OC Engineering
Attn: Nina Quimsing
2301 N. Glassell St.
Orange, CA 92865
714.955.0223
Nina.Quimsing@ocpw.ocgov.com

cc: OC Public Works/Procurement Services
Attn: ~~Helen Hernandez~~, **Nancy Foroughi**, County DPA
300 N. Flower Street, Suite 838
Santa Ana, CA 92703
714.667.9626 **4951**
Helen.Hernandez@ocpw.ocgov.com
nancy.foroughi@ocpw.ocgov.com

Contractor: LA Consulting, Inc.
Attn: Harry Lorick
1209 Manhattan Ave. Ste. 310
Manhattan Beach, CA 90266
310.374.5777
hlorick@laconsulting.com

13. **Governing Law and Venue:** This Contract 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 Contract, 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. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

14. **Entire Contract:** This Contract, including attachments which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing County's Purchasing Agent or his designee.

15. **Amendments:** No alteration or variation of the terms of this Contract 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.

16. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
17. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Overshipments and undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
18. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears.
19. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in Article "46" below, and as more fully described in Article "46", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
20. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article "46" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
21. **Assignment or Subcontracting:** 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 Contract nor any portion thereof may be assigned or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or subcontract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
22. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 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. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.

23. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
24. **Consent to Breach Not Waiver:** No term or provision of this Contract 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. 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.
25. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract 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 Contract does not preclude resort by either Party to any other remedies provided by law.
26. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.
27. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
28. **Insurance Provisions:** Prior to the provisions of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible 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.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer: Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A-(Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

This policy or policies of insurance maintained by the Contractor 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 \$2,000,000 aggregate
Automobile Liability including coverage 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 Insurance or per occurrence	\$1,000,000 per claims made

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

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

- 1) 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, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

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

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

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

29. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "46" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
30. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
31. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County..
32. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
33. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's

staff, agents and employees.

34. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article "46" below, Contractor 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.
35. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
36. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Contractors Pricing attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
37. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
38. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
39. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract 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.
40. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
41. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
42. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
43. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. 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 being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is

not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

44. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
45. **Employee Eligibility Verification:** The Contractor 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 Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor 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. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor 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 the Contractor 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.
46. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its 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 from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
47. **Follow-On Work:** No person or firm or subsidiary thereof who has been awarded this Contract may be awarded a Contract for the provision of services, the delivery of supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of this Contract. Therefore, Contractor is precluded from contracting for any work recommended as a result of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

LA CONSULTING, INC.*
A state of California corporation

By [Signature]
Print Name Harry Lorick
Title President/Secretary
Corporate Officer
Date 3/13/14

By [Signature]
Print Name Joyce Lorick
Title Vice President
Corporate Officer
Date 3/13/14

COUNTY OF ORANGE
a political subdivision of the State of California

By [Signature]
Print Name Nancy Faroughi
Title Deputy Purchasing Agent
Date Apr 30, 2014

APPROVED AS TO FORM:
County Counsel

By [Signature]
Date 3.13.14
Deputy

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

**ATTACHMENT A
SCOPE OF WORK**

- I. **SCOPE OF WORK:** Contractor shall provide professional services to provide ongoing technical and administrative support for an existing Maintenance Management System (MMS), including management processes and database maintenance. The Contractor will be required to use the existing MMS software and databases to accomplish the tasks outlined below. **No new software will be considered.**

II. BACKGROUND

The County is responsible for maintenance of over 310 miles of improved regional flood control channels and over 320 miles of roads in the unincorporated County. In addition, the County maintains approximately 500 additional miles of roads for the contract cities of Mission Viejo, Laguna Hills, Lake Forest, Dana Point and the Transportation Corridor Agency. Maintenance is performed through a combination of force account crews, inmate/Community Work Program Labor Crews, standing maintenance services contracts, JOC (job order contracting) and one-time repair contracts.

The County has utilized a computerized Maintenance Management System (MMS) since 1981, and implemented updated maintenance system software, MaintStar, that has been in use since 2001. The basic system supports County's need for a maintenance management system for planning, organizing, scheduling and controlling maintenance work. The County desires to continue the use and enhancement of the existing MMS software.

County requires ongoing technical and administrative consultant expertise with respect to workload projections, development of annual work plans, determination of required resources (both force account and contract), field work reviews, productivity evaluations and measurement of work, as well as ongoing assistance with the quality control of data entries, output generation and overall administration and maintenance of the maintenance management system and related linkages and databases.

III. OPERATION METHODOLOGY

- A. One distinct maintenance management system for County shall be administered.
- B. The following are descriptions, which include the process, methods and procedures to be used, and reflects the end result to be expected from each task.

1. Phase I – Production of Annual Plans

The purpose of Phase I shall be the production of one annual plan for the next fiscal year that incorporates County desires and available manpower and equipment resources and estimates to be used in the County's fiscal budget. The overall plan shall include separate plans for 5 management units for the County and six plans for each of the four contract cities and the Transportation Corridors, for a total of 30 management unit plans and 500 activity plans. The updated plan shall consider the impact of current and future plans and available funding. Plans shall include the most efficient use of resources including equipment, labor, materials and contracts. The Annual Plan effort shall concentrate on the following tasks:

Task 1.1 - General Process

An overview of the annual plan update process shall be provided to all of the County management and senior staff. The goal of this orientation is to refresh more experienced staff and orient those less familiar or new employees, with the process.

Deliverable: Initial overview/presentation shall be given to County.

Task 1.2 - Work Activity Analysis

A review of work performed in previous years by County as well as contract maintenance work shall be compiled from MaintStar data and evaluated for each of the 195+ activities. Discussions with key staff and meetings with various supervisors shall be conducted to determine appropriate work activities, along with feature inventories and work units. Activities may be added or deleted based upon scheduling, production or operational requirements. A team review approach by County staff and the contractor shall be conducted.

Deliverable: A list of work activities for the next fiscal year.

Task 1.3 - Feature Inventory

Existing feature inventories for the activities developed in task 1.1 for County shall be evaluated and updated by the contractor. Inventory changes shall account for expansion of road and flood miles or other items (number of drains, number of signs, etc.) which may affect work requirements and/or service levels. This task includes update of feature inventories for the five contract agencies in addition to the county maintained areas.

Deliverable: Updated feature inventory for County.

Task 1.4 - Revise Service Levels

The projected service levels shall be reviewed with all supervisors and senior management staff by the team. The previous year's data along with County desired service levels shall be evaluated and next year's estimates of service levels made. Service levels will include the frequencies of maintenance for all 195+ activities for 30 management units. This task includes update of service levels for the five contract activities in additions to the county maintained areas. Previous year's data shall be evaluated and compared to current service levels. This task will include meetings (approximately 14) with each of the sections in PW/O&M as well as management staff in each of the five contract agencies.

Deliverable: Service levels for the fiscal year shall be estimated.

Task 1.5 - Performance Guideline Update

A series of meetings (4) shall be conducted for County personnel for each of the four sections, including, Administrative Managers, Supervisor I's, scheduling and inspection staff involved in the process as required. Crew size, resources required, work methods and average production values shall be updated to reflect the desired operation for each of the 195 activities performed. Utilizing past history and experience of the contractor and County staff, a concerted effort shall be made to identify the most efficient approach to each activity. Guidelines for new activities added in Task 1.2 shall also be prepared and agreed to with staff. This includes update of the electronic guideline files and all the related work plans in MaintStar.

Deliverable: Revised performance guidelines.

Task 1.6 - Update Unit Cost

Costs for approximately 200 employees, 50+ pieces of equipment and 200+ materials shall be obtained from and verified with County staff. Costs shall include current unit price amounts with an estimate for next year based upon wage increases, updated equipment hourly rates and current material unit prices. The updated costs will be entered into the MaintStar system.

Deliverable: All resource unit costs shall be updated for the new fiscal year.

Task 1.7 - Generate Initial Work Program and Budget

Using data from previous tasks, an initial work program and budget for County shall be generated for all 30 management units and 195+ activities using the MaintStar system. The initial work program and budget shall be reviewed by management and appropriate supervisors to determine adequacy and account for funding, staff and equipment levels. Staff comments shall be noted and discussed in the evaluation process. The initial work program and budget shall be discussed with staff and resource requirements determined. This task also includes generation of a separate work program and budget for each of the six County management units, the four contract cities and transportation corridor agency, for a total of 500 activity plans.

Deliverable: Draft work program and budget for all management units.

Task 1.8 - Revise Budget

A series of meetings (approximately 14) shall be held with County staff and management at each of the contact agencies to explain changes to the work program and budget and to receive input from County management staff and the contact agencies. These meetings will review their separate draft work program and budgets. A final budget shall be prepared for the manager(s) and the contract agencies for inclusion into the budget process. The revised budget shall be prepared using the MaintStar MMS and presented to staff and the contract agencies.

Deliverable: Revised Budget.

Task 1.9 - Initial Distribution of Work Program and Budget

Concurrent with Task 1.8, contractor shall perform an initial distribution of resources on the work plans for County. Leveling of workloads (editing of work plans) to match available personnel and equipment or other funding restraints or agency desires shall be performed for all 500 activity plans by month. A generalized level work program shall be provided using the MaintStar MMS.

Deliverable: Initial distribution of workload shall be determined for OC PW/O&M.

Task 1.10 - Finalize Work Program and Budget

Based on financial resources approved for operations, the work program and budget shall be revised. Initial changes shall be given to the County Contractor's project manager. A series of two (2) meetings shall be conducted to finalize all changes using current data on work completed in the previous year, proposed projects and staffing levels. The resulting work program budget shall be approved by County Manager of Operations.

Deliverable: Final work program and budget.

Task 1.11 - Update field manuals

The changes approved in Task 1.5 shall be incorporated into the electronic version of the activity guidelines. The new guidelines shall be formerly produced and submitted for distribution copies. The existing operations and maintenance manual shall also be revised to reflect any changes in the maintenance management system process. Considerable changes may be required based upon changes made in Task 1.5 and updates to the MMS process and software. A printout of the manual shall be provided to the County for reproduction by County staff.

Deliverable: Updated, copy-ready field manual.

Task 1.12 - Distribute Field Manuals

The updated finalized pages of the field manuals shall be distributed to designated staff. A distribution log shall be maintained.

Deliverable: Distribute updated field manuals and record in distribution log.

2. Phase II - System Maintenance/Management

This phase involves the maintenance of the MaintStar maintenance management system to include the recording of work, preparation of control reports, work scheduling and automated file updates and use of the data to be used as a tool for improvement. The System Operation effort shall concentrate on the following tasks:

Task 2.1 - Work Data Quality Control

Contractor's project staff shall review, edit and control the quality of information prior to or during system input. All discrepancies shall be reviewed with County supervisors for resolutions. All Daily Work Reports shall be entered by County staff into the County's MaintStar MMS database on a daily basis. There are approximately 2,500 to 3,000 Daily Work Report entries required by County staff and review by the contractor per month. A new daily work report entry is made for every change of activity and/or location. Approximately 180 employees complete daily work report forms. Existing tables of work types, activities, charge numbers, assets and resources in the MMS will be monitored and updated by the Contractor to ensure annual work plans are updated and daily work reporting is input into the MaintStar MMS for all employees and that work orders and job costs are accurate. The contractor shall also review and modify the daily work reporting forms as needed to match changes in reporting needs or software changes.

Deliverable: All daily work reporting forms reviewed and monitored for accuracy.

Task 2.2 - Prepare Monthly Reports

Prepare monthly reports using the MaintStar MMS database and custom reporting linkages on all work performed by in-house staff and privatized contracts to review work accomplished and production of all reports into a PDF format for distribution to all County management, supervisory, inspection and scheduling staff. This task also includes attending quarterly meetings (3-4 per quarter) with County management, supervisory, inspection and scheduling

staff to review the reports, provide guidance and assist County staff to understand the reports and take corrective action.

Deliverable: Produce and distribute monthly reports and attend quarterly staff meetings.

Task 2.3 - Prepare City Contract Monthly Reports for County

Prepare monthly reports using the MaintStar MMS database that estimate the cost of effort for the four contract cities and the transportation corridor agency based on unit cost and distribute to the agency coordinator. Discuss with County Manager and assistants and assist in interpretation. Advise and guide staff in understanding reports and taking corrective action. Provide monthly training and guidance to better utilize reports.

Deliverable: Produce and distribute monthly reports for contract agencies.

Task 2.4 – Scheduling Monitoring and Process Review

County currently maintains a centralized scheduling function that programs work for all field crews. Contractor shall attend a minimum of 12 bi-weekly scheduling meetings per year. Contractor shall provide direction and guidance and provide input into preparation of schedules and the review process, generation of routine work orders and preventative cycles. Effort shall include assistance in scheduling backlog and scheduling/grouping work orders. The Contractor shall monitor adherence to the schedules.

Deliverable: Assist County in maintaining a scheduling process.

Task 2.5 - Maintain Files

Contractor shall maintain a system of files for County including automated records and reports. The contractor shall monitor and ensure proper backup of data files and the MaintStar database. All monthly report printouts shall be stored in manual file systems for easy retrieval.

Deliverable: Maintain project files for OC PW/O&M.

Task 2.6 – Creation and Production of Specialized MMS Reports

There are a series of programs and corresponding reports that link to the SQL Server based MaintStar MMS software and are used to monitor backlog and scheduling of work orders, detailed inventory of the County and contract cities pavement markings, drains and special reporting of maintenance costs for FEMA and other projects. This task includes maintenance of the existing programs, as well as creation of new reports and data retrieval methods using links to the MaintStar SQL Server based MMS data as needed.

Deliverable: Maintenance of Microsoft Access/MMS database links and reports and creation of new reports.

Task 2.7 Maintenance of Pest Control Database

County has a pest control database that is integrated with the MaintStar database for monitoring all pesticide application activities, pesticide recommendations, application sites and records of chemicals used. The MSAccess compiled database program and linkages to the MaintStar SQL database are to be maintained and enhanced as requested by County personnel.

The system must also be updated to maintain functionality when the MaintStar software application is upgraded.

Deliverable: Maintenance of pest control database.

Task 2.8 Monthly unit price invoicing for two contract cities

This task includes maintenance of a database linked to the SQL Server based MaintStar MMS and monthly review and production of reports for invoicing the two cities that have unit price maintenance contracts with the County. The Contractor shall provide the reports to county staff to assist with preparation of invoices based on these reports that provide them information on quantities of work, labor hours and cost. The labor hours and costs reported from the MaintStar MMS for these two cities are compared to the County's financial reporting system information. Any discrepancies are logged and the MaintStar system data modified to maintain consistent reporting between the County's financial system and the MaintStar MMS.

Deliverable: Maintenance of a monthly unit price reporting system for two contract cities.

Task 2.9 Fiscal year end report and presentation

A brief report and presentation shall be prepared at the end of the fiscal year to report on the status of maintenance and operations. The report shall include information and statistics generated from the MMS on work orders opened and closed, inmate and volunteer labor effort, distribution of effort between County, contract cities and other County agencies and unit costs and productivity for key activities. The information will be presented to County management staff.

Deliverable: Fiscal year-end report and presentation.

Task 2.10 Unit Price / Productivity Analysis

The Contractor shall use MaintStar data to run plan versus actual unit cost information on a monthly basis. The Contractor shall note changes in unit costs on ten to fifteen key activities, research why the costs changed and provide the information to County management staff for review as requested.

Deliverable: Monthly Unit Price comparison of at least 10 key activities.

3. Phase III – System Enhancements/Support

The County staff may request system enhancements, review of activities performed in the field, support and assistance with training. Contractor may also identify other tasks which would improve County. These additional system enhancements and support tasks are outlined below. The System Enhancement effort shall include the following tasks, which shall be completed in the first year; the other tasks are to be completed annually.

Task 3.1 - Work Method Analysis

Activities identified by County shall be reviewed and an in-depth analysis performed of work method, labor, equipment and materials used for five activities annually. Activities with the highest opportunities for cost savings or productivity improvements would be investigated. The process would include a combination of efforts such as field observation, structured interviews with field and office staff, literature research, and discussions with other agencies

and vendors as well as the consultant's experience. The evaluation for each selected activity would be documented in a short report with recommendations.

Deliverable: A short report provided on potential for improving a selected activity.

Task 3.2 - Field Work Audit

Concerns have been identified over the accuracy of data collected and recorded on County daily work reporting forms. Specifically: inaccurate recording of entries, use of wrong production units, incomplete reporting or overstating achievement. To address this concern, a sampling of County crew efforts shall be reviewed in the field and administratively verified by the Contractor for County. This process shall involve an audit of five crews annually. A short report of this shall be given to the County Manager, or his designee, that highlights the process, results observed, and deficiencies found with corrective actions identified.

Deliverable: Conduct audits to ensure accuracy of County daily work report cards. A short report would be made evaluating audit results and recommendations for changes or improvements.

Task 3.3 – MMS Software Training and Technical Support

The Contractor shall be available to assist in management, system, and/or technical support of the MaintStar system and related databases including coordination with the software vendor, testing and training on upgrades and enhancements. Tasks may include assistance in review of software or hardware for enhancements to improve County Maintenance Management System operation, assistance in presentations or evaluations to contract cities or other agencies and detailed site operation improvement and process review. This effort will be for 80 hours annually.

Deliverable: Provide training and technical support on MMS software.

Task 3.4 – Assist/Support setup of GIS/asset linkage to MaintStar

The Contractor shall coordinate with County Geomatics and Watershed staff to obtain updated GIS maps for streets, flood facilities and storm drain systems and work with the software vendor, County GIS consultants and County IT staff to create links between the GIS and the MaintStar storm water and transportation modules for streets, flood facilities, sign inventories and drains. This task also involves creation and printing of special maps containing MMS data as requested by County staff and update of asset data in MaintStar from the GIS data. This task is estimated to be 100 hours annually.

Deliverable: GIS/MMS linkages and outputs.

Task 3.5 – Assist in Development of MaintStar Interface with VTI (payroll) System

The County has an existing payroll system (Virtual Timesheet Interface). The County staff would like to electronically send the daily work report entry information from MaintStar to the VTI, for use in payroll reporting, to eliminate the need to fill out both a daily work report form for MaintStar and a timesheet for the VTI. The contractor will be required to coordinate this effort with the County's IT staff and the MaintStar software vendor to provide information on the MaintStar fields needed to export. The Contractor will assist County IT staff in the establishment of the linkage to VTI system for one crew (4-6 people) as a pilot project.

Deliverable: MaintStar link with County payroll system.

Task 3.6 Implement Equipment Card Replacement with MaintStar

This task assistance involves coordination with County IT and Accounting staff to replace the current manual equipment card process with an export of the equipment hours tracked in the MaintStar system from the daily work reports. Staff who do not currently use the MaintStar system, but who have vehicles assigned to them, will have to be setup and trained to use MaintStar for reporting their vehicle use with a simple screen created by County IT staff. The contractor will assist in the effort by providing data on data tables and fields needed to track the information and produce the export.

Deliverable: MaintStar replacement of equipment cards.

IV. OPERATION SUMMARY FOR PHASE I AND II

A. The Contractor shall provide the following frequency for the accomplishments outlined below.

- | | |
|--|-----------|
| A. Development of an annual update cycle with specific milestones and action assignments. | Annually |
| B. An analysis of inventories to be maintained and projected service levels and anticipated average daily production rates per crew or activity. | Annually |
| C. Analysis of selected activities for efficient crew composition including equipment and tools for optimum productivity/cost. | Annually |
| D. Development of an initial annual work plan including identification of variance in resources and schedules. | Annually |
| E. Development of a final balanced annual plan reflecting input from management and staff on variances in the initial plan | Annually |
| F. Production of monthly accomplishment reports. | Monthly |
| G. An analysis of accomplishments against the current plan with specific discussion regarding significant variances. | Monthly |
| H. City contract and sub-contractor reporting in the MMS system. | Monthly |
| I. Participation in biweekly scheduling meetings with emphasis on effective use of crews, and preplanning of resources and work. | Bi-Weekly |
| J. Data entry of all work accomplishment. | Weekly |

**ATTACHMENT B
CONTRACTOR'S PRICING**

- I. COMPENSATION:** This is a firm-fixed fee Contract between the County and Contractor for Maintenance System Enhancements and Program Management Services, as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance requirements and taxes 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 the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed prices specified herein unless authorized by amendment in accordance with Articles "15" and "30" of the County Contract Terms and Conditions.**

- II. FEES AND CHARGES:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Pricing shall be quoted for The Professional Services of the Maintenance Management System (MMS) as follows:

A.	1 st Year:	<u>\$206,320</u>
	2 nd Year	<u>\$200,347</u>
	3 rd Year	<u>\$210,365</u>
	4 th Year	<u>\$220,883</u>
	5 th Year	<u>\$231,927</u>

B. Total Contract amount shall not exceed: \$1,069,842.00

- III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of ninety (180) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor 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. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

V. CONTRACTOR’S EXPENSE: The Contractor 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 Contract.

VI. PAYMENT TERMS: Invoices are to be submitted in arrears, after services have been completed, to the address specified below. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the contract requirements.

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

VII. INVOICING INSTRUCTIONS: The Contractor will provide an invoice on the Contractor’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:

OC Public Works
Procurement Services
Attn: Accounts Payable
300 N. Flower St., 8th Fl.
Santa Ana, CA 92703

ATTACHMENT C
STAFFING PLAN1. KEY PERSONNEL

Name	Classification/Designation	Licenses/Certifications (include license/ certification number)	Years of Experience	Length of Time with Firm
Harry Lorick	Director	34060 RCE/TE 1206	41	21
Amie Drotning	Project Manager		23	20
Billy Wright	Systems Support		10	8
Jeff Thurman	Support		31	5
Annalise Cowan	Support		2	2

Contractor understands that the individuals represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by County. Substitution of Contractor's Key Personnel shall be allowed only with prior written approval of County's Project Manager.

Contractor may reserve the right to involve other Contractor 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 written approval. County reserves the right to have any of Contractor personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any Contractor personnel.