

C O N T R A C T

THIS CONTRACT, hereinafter referred to as “CONTRACT” for purposes of identification hereby numbered ~~MA-060-18012002~~ **MA-060-19011136**, and dated _____ day of _____, 2018 is

BY AND BETWEEN

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

AND

HDR Architecture, Inc., a Nebraska Corporation, hereinafter referred to as “A-E”,

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

R E C I T A L S

WHEREAS, COUNTY requires professional services to accomplish projects and/or services (“PROJECTS/SERVICES”) as described in Orange County Sheriff-Coroner Department (“OCSD”) CONTRACT Scope of Work for design support during construction of the proposed James A. Musick Facility Phase 1/Phase 2 Jail, 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:

1. GENERAL

1.1. Retainer

- 1.1.1. COUNTY does hereby retain A-E to perform the PROJECTS/SERVICES as required by this CONTRACT.
- 1.1.2. A-E has offered, and COUNTY has accepted, the professional services of A-E personnel identified in Attachment “C” (Staffing Plan) and A-E shall assign them to the PROJECTS/SERVICES.
- 1.1.3. A-E may employ special consultants/contractors for the accomplishment of the PROJECTS/SERVICES specified; and only the firms or independent consultants/contractors identified in Attachment C may be employed by A-E to provide these PROJECTS/SERVICES.
- 1.1.4. Consultants/contractors may be substituted and/or added by mutual agreement of A-E and the Director of OCSD’s Research and Development or his designee, hereinafter referred to as “DIRECTOR”.
- 1.1.5. A-E's employment of independent consultants/contractors shall not relieve A-E from the

performance of its own responsibilities pursuant to this CONTRACT. 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.

1.2. Projects/Services

1.2.1. 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 CONTRACT, 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 1.1.2 herein; and, any PROJECTS/SERVICES not meeting this requirement will be returned to A-E prior to review by COUNTY.

1.2.2. Design Criteria and Standards

All PROJECTS/SERVICES shall be performed in accordance with instructions, criteria and standards set forth by the DIRECTOR and in accordance with applicable standards and criteria of the latest edition of the COUNTY "Architect-Engineer Guide" available for review from COUNTY.

1.2.3. Scheduling

- a. Concurrently with the work of the CONTRACT, A-E shall prepare a progress work schedule and within five (5) 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 five (5) 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 on an as-needed basis as determined by COUNTY or at least once every four (4) 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 CONTRACT shall be extended for delay caused by COUNTY in completing its work pursuant to this CONTRACT which delay exceeds the agreed COUNTY review and/or approval time periods.

1.2.4 Standard of Care

The A-E shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The A-E shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the PROJECT/SERVICES.

1.3. Assistance by COUNTY Staff

- 1.3.1. COUNTY shall assign an appropriate staff member to work with A-E in connection with the work of this CONTRACT. 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.
- 1.3.2. All of the above activities, however, shall be the primary responsibility of A-E to schedule, initiate and carry through to completion.

1.4. Term and Maximum Compensation

~~1.4.1. The term of this CONTRACT is for four (4) years, commencing upon Board of Supervisor approval, with a maximum allowable compensation of eight million two hundred thirty-four thousand eight hundred fifty-seven dollars (\$8,234,857), with the option to renew for two (2) additional years, with Board approval; except as permitted in Paragraph 1.5 below.~~

1.4.1. The term of this CONTRACT is for five (5) years or until December 18, 2023, commencing upon Board of Supervisor approval, with a maximum allowable compensation of nine million five hundred ninety-seven thousand five hundred ninety-five dollars (\$9,597,595) except as permitted in Paragraph 1.5 below.

1.5. A-E Compensation and Extra Work

- 1.5.1. For the PROJECTS/SERVICES authorized under this CONTRACT, A-E shall be compensated in accordance with the following:
- 1.5.2. 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.

1.5.3. 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 CONTRACT is not approved by the Board of Supervisors, any change that increases the cumulative CONTRACT price beyond ~~\$100,000~~ **\$200,000 annually** must be approved by the Board. Increases in the CONTRACT 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 CONTRACT price or ~~\$100,000~~ **\$200,000 annually**, whichever is less.
- 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. **For fixed-fee contracts, billings shall list the task line items and corresponding percentages complete.**

1.5.4. 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 B 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 CONTRACT.

2. LABOR

2.1 Non-Employment of COUNTY Personnel

2.1.1 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 CONTRACT who is involved in this Project in a participatory status during the life of this CONTRACT regardless of the assignments said employee may be given or the days or hours employee may work.

2.1.2 Nothing in this CONTRACT 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 CONTRACT. Anything in the CONTRACT 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.

2.2 Non-Discrimination

- 2.2.1 In the performance of this CONTRACT, 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.
- 2.2.2 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.

2.3 Employee Eligibility Verification

- 2.3.1 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 CONTRACT 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.

2.4 Independent Contractor

- 2.4.1 As referenced in Section 2.1.2 of this CONTRACT, A-E shall be considered an independent contractor.
- 2.4.2 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.

2.5 Conflict of Interest Contractor Personnel

- 2.5.1 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.
- 2.5.2 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.

2.6 Labor Code Notice

- 2.6.1 All A-E and subcontractors must comply with the requirements of California Labor Code 1770 et seq. if the work performed is considered a "public works" under California Labor Code 1720 et seq. A-E is encouraged to contact the California Department of Industrial Relations for clarification if the A-E is unsure if some or any of the work performed under this CONTRACT qualifies as "public works".

3. INSURANCE

- 3.1.1 Prior to the provision of services under this CONTRACT, 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 CONTRACT 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 CONTRACT. 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 CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for A-E.
- 3.1.2 All subcontractors performing work on behalf of A-E pursuant to this CONTRACT shall be 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 CONTRACT. 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 CONTRACT for inspection by COUNTY representative(s) at any reasonable time.
- 3.1.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon review of A-E's current audited financial report. If A-E's SIR is approved, A-E, in addition to, and without limitation of, any other indemnity provision(s) in this CONTRACT, agrees to all of the following:
1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from A-E's, its agents, employee's or subcontractor's performance of this CONTRACT, A-E shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
 2. A-E's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the A-E's SIR provision shall be interpreted as though the A-E was an insurer and the COUNTY was the insured.
- 3.1.4 If the A-E fails to maintain insurance acceptable to the COUNTY for the full term of this CONTRACT, the COUNTY may terminate this CONTRACT.
- 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 \$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	\$2,000,000 per claims made or per occurrence \$5,000,000 aggregate
Environmental/Pollution Liability	\$1,000,000 per claims made or occurrence

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 and their respective elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN AGREEMENT.***
 - b. A primary non-contributing endorsement using ISO form CG 20 01 0413, or a form at least as broad 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 Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- a. An Additional Insured endorsement naming the *County of Orange and their respective 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.
3. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against **the County of Orange and their respective elected and appointed officials, officers, employees and agents**, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT**.
4. All insurance policies required by this CONTRACT 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.
5. 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 CONTRACT, upon which the COUNTY may suspend or terminate this CONTRACT.
6. 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 CONTRACT.
7. The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).
8. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.
9. 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.
10. 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 CONTRACT. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
11. 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 CONTRACT may be in breach without further notice to A-E, and COUNTY shall be entitled to all legal remedies.

12. 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 CONTRACT, nor act in any way to reduce the policy coverage and limits available from the insurer.

4. INDEMNITY/COMPLIANCE

4.1 A-E shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY and their 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.

4.2 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 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.

4.3 Indemnification

4.3.1 A-E agrees to, indemnify and hold COUNTY and 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, to the extent 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 negligence of A-E and COUNTY or COUNTY INDEMNITEES, A-E and COUNTY agree that liability (including reasonable attorney's fees and costs) 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 CONTRACT.

4.4 Bills and Liens

4.4.1 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.

4.5 Compliance with Laws

4.5.1 A-E represents and agrees that services to be provided under this CONTRACT shall be

consistent with the standard of care and fully comply, at A-E'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 PROJECTS/SERVICES at the time PROJECTS/SERVICES are provided to and accepted by COUNTY.

- 4.5.2 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 negligent, reckless or willful violation of such laws.**

5. TERMINATION

5.1 Termination of Contract for Cause

- 5.1.1 If A-E breaches any of the covenants or conditions of this CONTRACT, COUNTY shall have the right to terminate this CONTRACT upon ten (10) days written notice prior to the effective day of termination.
- 5.1.2 A-E shall have the opportunity to cure the alleged breach prior to termination.
- 5.1.3 In the event the alleged breach is not cured by A-E prior to termination, all work performed by A-E pursuant to this CONTRACT, which work has been reduced to plans or other documents, shall be made available to COUNTY.

5.2 Termination for Convenience

- 5.2.1 Notwithstanding any other provision of the CONTRACT, COUNTY may at any time, and without cause, terminate this CONTRACT 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.
- 5.2.2 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.
- 5.2.3 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 CONTRACT.
- 5.2.4 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.
- 5.2.5 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.

5.3 Breach of Contract

- 5.3.1 The failure of the A-E to comply with any of the material provisions, covenants or

conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event, in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT, the COUNTY may:

- a. afford the A-E written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
- b. discontinue payment to the A-E for and during the period in which the A-E is in breach; and
- c. offset those monies disallowed pursuant to the above, against any monies billed by the A-E but yet unpaid by the COUNTY.

5.4 Default

- 5.4.1 Notwithstanding anything to the contrary contained in this CONTRACT, work performed by the A-E or its consultants, which arises out of the errors or omissions of the A-E or its consultants or which otherwise arises out of the breach of this CONTRACT by the A-E, including without limitation, work related to Change Orders or Construction Change Directives, is part of services for which no additional payment is due. In such instances, A-E shall immediately correct and cause such work to conform to the PROJECT/SERVICES or applicable law. The right of either party to terminate this CONTRACT hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

6. MISCELLANEOUS

6.1 Laws to be Observed

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

6.2 Award of Construction Contract and Other Future Contracts

- 6.2.1 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 CONTRACT. 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 CONTRACT. This prohibition applies also to a subcontractor of or parent company of the firm that performed architectural-engineering tasks under this CONTRACT.

6.3 Amendments

- 6.3.1 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.

6.4 Successors and Assigns

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

6.5 Entirety

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

6.6 Severability

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

6.7 Binding Obligation

6.7.1 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.

6.8 Governing Law and Venue

6.8.1 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.

6.8.2 The PARTIES specifically agree that by soliciting and entering into and performing PROJECTS/SERVICES under this CONTRACT, 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 CONTRACT is completed, and continuing until the expiration of any applicable limitations period.

6.9 Child Support Enforcement Requirements

6.9.1 All Contractors are required to comply with the child support enforcement requirements of the County of Orange. 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. In order to comply with the child support enforcement requirements of the County of Orange, all bidders/proposers must furnish to the Contract administrator, the Purchasing Agent, or the agency/department Deputy Purchasing Agent:

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;

- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the Contracting entity;
- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure to cure such breach within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

- 6.9.2 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.

6.10 Ownership of Documents

- 6.10.1 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 CONTRACT, shall become the property of COUNTY upon preparation by A-E and may be used by the COUNTY as it may require for the project without additional cost to the COUNTY. A-E, at COUNTY's direction and upon COUNTY's request, shall transmit and convey to COUNTY all such data described above, in native format and regardless of whether such data constitutes a draft, preliminary, or final document within three (3) business days. Failure by A-E to promptly comply with such direction and request by COUNTY shall constitute a material breach of A-E's responsibilities under this CONTRACT.
- 6.10.2 A-E shall be held harmless for release of such data as may be prepared or created under this CONTRACT 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 CONTRACT, A-E shall first obtain the written approval of COUNTY.

6.11 Confidentiality

- 6.11.1 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 CONTRACT 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.
- 6.11.2 Nothing furnished to A-E which is generally known among counties in Southern California shall be deemed confidential.
- 6.11.3 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.

6.12 Publication

- 6.12.1 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 CONTRACT, 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 CONTRACT. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after COUNTY approval.
- 6.12.2 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 CONTRACT or any subsequent amendment of, or effort under this CONTRACT. 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 spokesperson for COUNTY projects without first obtaining permission from the COUNTY Project Manager.

6.13 Records and Audit/Inspections

- 6.13.1 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 CONTRACT.
- 6.13.2 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 CONTRACT.
- 6.13.3 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 CONTRACT or until resolution of any claim or dispute between the PARTIES, whichever is later.
- 6.13.4 Should A-E cease to exist as a legal entity, records pertaining to this CONTRACT 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.

6.14 Notices

- 6.14.1 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.
- 6.14.2 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.

- 6.14.3 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:

HDR Architecture, Inc.
8750 N. Central Expressway, Suite 100
Dallas, TX 75231-6431
Attn: Michael Brenchley
Phone: (972) 960-4103
E-mail: mike.brenchley@hdrinc.com

For COUNTY:

OCSD Research and Development Division
Facilities Planning Section
431 The City Drive South
Orange, CA 92868
Attn: Greg Yi
Phone: (714) 935-8479
E-mail: gyi@ocsd.org

6.15 Attorney's Fees

- 6.15.1 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.

6.16 Interpretation

- 6.16.1 CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT.
- 6.16.2 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.
- 6.16.3 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.
- 6.16.4 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.
- 6.16.5 The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this CONTRACT.

6.17 Headings

- 6.17.1 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.

6.18 Acceptance

- 6.18.1 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.

6.19 Changes

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

6.20 Assignment

- 6.20.1 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 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 CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.

6.21 Changes in Ownership

- 6.21.1 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 CONTRACT, the new owners shall be required under terms of sale or other transfer to assume A-E's duties and obligations contained in this CONTRACT and to obtain the written approval of COUNTY of such merger or acquisition, and complete the obligations and duties contained in the CONTRACT to the satisfaction of COUNTY. A-E agrees to pay, or credit toward future work, COUNTY's costs associated with processing the merger or acquisition.

6.22 Force Majeure

- 6.22.1 A-E shall not be assessed with 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 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 itself of any available remedies.

6.23 Calendar Days

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

6.24 Title to Data

6.24.1 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 CONTRACT, 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 CONTRACT without the express written consent of the COUNTY.

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

6.25 Availability of Funds

6.25.1 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.

6.26 Contingency of Funding

6.26.1 A-E acknowledges that funding or portions of funding for this CONTRACT 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 CONTRACT without penalty.

6.27 Contract Construction

6.27.1 The parties acknowledge that each party and its counsel have reviewed this CONTRACT 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 CONTRACT or any amendment or exhibits hereto.

6.28 Conflicts of Interest

6.28.1 A-E or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may be materially affected by services provided under this CONTRACT, (2) prohibits such persons from making, or participating in making, decisions that could reasonably affect such interest; and (3) may require the filing a Statement of Economic Interest (Form 700).

6.28.2 If subject to the Act, A-E shall conform to all requirements of the Act. Failure to do so shall constitute a material breach and is grounds for immediate termination of this CONTRACT by COUNTY. Pursuant to Section 4.3 "Indemnification", A-E shall indemnify and hold harmless COUNTY for any and all claims for damages resulting from Contractor's violation of this Section.

Signature Page

IN WITNESS WHEREOF, the PARTIES hereto have executed this CONTRACT on the dates opposite their respective signatures.

COUNTY OF ORANGE

Date: _____

By: _____
Chair of the Board of Supervisors
Orange County, California

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535.

Attest:

Robin Stieler
Clerk of the Board of Supervisors
Orange County, California

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

By: _____
Deputy

By: _____
Date

HDR ARCHITECTURE, INC.

	Richard M. Harris	Vice President	
Signature	Name	Title	Date
	Name	Title	
Signature			Date

* 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 signee to bind the corporation.

ATTACHMENT A
SCOPE OF “WORK” OR “SERVICES”

1. INTRODUCTION

Orange County Sheriff-Coroner Department (OCSD), Research & Development Division/ Facilities Planning Section oversees a multi-million dollar annual construction budget and is responsible for the management of capital projects, tenant improvement projects and major maintenance renovations for all OCSD Facilities. The Section has responsibility from project inception to completion. Staff members facilitate project estimates, select and oversee the design team and are then responsible for bidding and managing project construction. They provide on-site monitoring of building activities through the duration of the project and ensure the finished product is suitable for effective and secure utilization by Sheriff's employees. Facilities Planning staff interacts with local and State agencies, contractors, architects, construction managers, and suppliers to help ensure that satisfactory design and materials are utilized to complete code compliant projects on schedule and within their budget.

Assembly Bill No. 900

The County of Orange will construct a new 512-bed Type II jail facility at the James A. Musick Facility project site. The project site, located in the City of Irvine California, is an existing county jail facility on 94 acres of County unincorporated land. The site lies northwest of Bake Parkway and easterly of Alton Parkway. The new jail construction will be separate from the four existing compounds located on the site. The new jail facility will provide 512 inmate beds and support spaces to meet both current and future needs of OCSD. This first phase of construction will include one housing building, an Administration building (core), utilities, hardscaping, landscaping, and parking. A certified EIR (EIR#564) and a Site Master Plan demonstrate future plans and phases of construction that will significantly expand the total number of beds on the site.

The development of the facility incorporates building practices that reflect sustainable design. The focus is to reduce long term operating costs and to provide a quality environment for staff and inmates housed at the site. The building design mirrors and compliments the architectural design of businesses located in this area using low facility masses used with commercial-scale glass and steel facades, and focal point landscape to reflect the design vocabulary of the adjacent properties. The entry sequence enhances the architectural expression revealing portions of the building, and complements the multilevel housing units.

Senate Bill No. 1022

The County of Orange will construct a new 384-bed Type II jail facility at the James A. Musick Facility project site that will augment the AB900 PHII project consisting of 512 beds. The project site, located in the City of Irvine California, is an existing county jail facility on 94 acres of county unincorporated land. The site lies northwest of Bake Parkway and easterly of Alton Parkway. The new jail construction will be separate from the four existing compounds located on the site. This phase of the new jail facility will provide 384 rehabilitation and treatment beds and support spaces to meet both current and future needs of OCSD. The housing units include enhanced programming and treatment spaces on the floor level of each housing unit. This phase of construction will include one housing building, maintenance/warehouse building, utilities, hardscaping, landscaping, and

parking. A certified EIR (EIR#564) and a Site Master Plan demonstrate future plans and phases of construction that will significantly expand the total number of beds on the site.

The development of the facility incorporates building practices that reflect sustainable design. The focus is to reduce long term operating costs and to provide a quality environment for staff and the inmates housed at the site. The building design mirrors and compliments the architectural design of businesses located in this area using low facility masses used with commercial-scale glass and steel facades, and focal point landscape to reflect the design vocabulary of the adjacent properties. The entry sequence enhances the architectural expression revealing portions of the building, and complements the multi-level housing units.

The County reserves the right to refuse any work that it finds unacceptable and/or unauthorized at no charge.

II. DESCRIPTION

- A. The County (sometimes referred to in this Scope of Work/Services as “Owner”) shall provide existing design documentation that has already secured approvals from all Authorities Having Jurisdiction (AHJ), including the California State Fire Marshal (CSFM). The A-E is being engaged to: review all existing design documentation, review calculations and complete the necessary design requirements to incorporate comments from the County’s Specific Technical Area Resource Team (START), HDR’s review of the Construction Documents, and Change Notice items. START and CN items are listed in Table 1. The A-E will be responsible for the modifications it makes to the Owner provided documents. The original A-E firm ultimately retains the Architect of Record (AOR) and Engineer of Record (EOR) responsibility. The A-E shall also provide the services discussed more fully below in Section III. Scope of Services.
- B. The A-E shall provide all documentation and work necessary to complete the scope listed in Article II.A., the architectural design and engineering required for the construction of Phase 1 and Phase 2 of the James A. Musick Facility Jail Construction Project, which shall provide 896 new jail beds, administrative, treatment and program spaces, site improvements and separate warehouse and maintenance buildings. Design phase services will include all design and engineering elements necessary to complete the existing documentation and formulate a complete submittal to the Authorities Having Jurisdiction on the project, as listed in Article II.A. This includes elements of the Construction Documents phase, and construction specifications and drawings that are designed so to be compliant with all applicable building and operational codes and ordinances. Design documents will be prepared using computerized modeling (base models provided by the County) to improve constructability and simulate as much as possible actual field conditions. Also to be included are construction contract bid support and construction administration support and on-site resident observation services, which will provide oversight and compliance with the construction contract documents and drawings.

III. SCOPE OF SERVICES

A. Basic Project Description

Work to be performed under this contract will include architectural and engineering services as follows: 1) project management, 2) design, 3) bid support, 4) permitting, 5) construction design support/administration, and 6) close-out.

B. Project Management

1. Collaboration and Document Management Software. HDR will manage the design process electronically through our standard cloud-based system, Newforma document management and collaboration software. The system allows all stakeholders access to the system for collaboration and document management. The existing file folder system will be expanded to establish the Phase 1 and 2 projects as a separate structure that will allow the storage and retrieval of all project documents. Additionally, the system will be used for tracking design comments from all stakeholders. The construction phase will be managed electronically with software provided by the County's contracted Construction Management Firm.
2. Monthly Reports and Meeting Minutes. Monthly Reports and Meeting Minutes will be provided by the County's contracted Construction Management Firm.
3. Schedules. HDR will maintain a design schedule for the project. The schedule will be updated as required, but not less than monthly. Schedule will include the activity, date, time, location, expected outcome and moderator.
4. EIR Monitoring. The County's CM and environmental consultants will continue to be engaged by the County at milestones during the design and construction activities to review the documents for conformance with the EIR mitigation measures.
5. NOT USED

C. Design Services

1. Review of Existing Documentation
 - a) Review Of Existing Plans and Specification
 - b) Review of Existing Calculations
 - c) Review of Existing Design Analysis, Studies, Value Engineering
 - d) Review of Current AHJ Comments
 - e) Meetings with Authorities Having Jurisdiction (AHJ)
 - f) Identify changes necessary in the drawings and specifications to obtain AHJ approvals and to provide clarity for constructability.
 - g) Coordinate with Owner's Representative

- h) Workshops with START and Owner's Representative to validate necessary changes to the documents based on recent reviews, and to coordinate with current site construction activities.

2. Construction Documents. This Construction Document services of the project is the final documentation of the project for bidding and construction, as outlined in Article II.A. The final design package, prepared previously by the original A-E firm, shall include floor plans, engineering schematics, a systems narrative for all major building components including mechanical, electrical, life safety and envelop systems, exterior elevations, and presentation materials appropriate for presentation to OCSD. HDR will update those documents as appropriate to address the scope identified in Article II.A.

a) Design Management. Design Management scope of work includes:

- 1) Project Administration. Tasks include communications, travel, progress reports, and direction of the work of project team.
- 2) Disciplines coordination/document checking. Tasks include coordination between the architectural work and the engineering work and other involved disciplines for the project, in addition to review and checking of documents prepared for the project.
- 3) Agency consulting/review/approval. Tasks include agency consultations, research applicable regulations, and appearance on County's behalf at agency and community meetings.
- 4) Finalize building code analysis.
- 5) County-supplied data coordination. Tasks include review and coordination of data furnished by OCSD, assistance in establishing criteria, assistance in obtaining data.
- 6) Schedule monitoring.
- 7) Not Used

a) Architecture. Services during this discipline consist of continued and final development and expansion of the architectural documents to establish the final scope, relationships, forms, sizes and appearance of the project through:

- 1) Review existing drawings and calculations for construction administration
- 2) Plans, sections and elevations
- 3) Typical construction details
- 4) Three dimensional sketches
- 5) Final materials selections

- 6) Equipment layouts
 - 7) Final exterior elevations/ 3D electronic models, materials selections.
 - 8) Finish plan/schedule, door/hardware schedule, demolition plan, and area tabulations compared to the program requirements.
 - 9) Complete detailed set of floor, electrical, mechanical plans, details and specifications for permitting, bidding, and construction purposes.
 - 10) Incorporate energy efficiency and conservation measures identified through the design process.
 - 11) Attend meetings as required by the County to inform the County staff on the progress of the work and the status of the budget.
 - 12) HDR will perform a disciplinary and independent 3rd party inter-disciplinary review of all materials prior to submittal to OCSD.
- b) Structural Engineering. Structural scope of work includes:
- 1) Review existing drawings and calculations for construction administration.
 - 2) Provide plans, sections, elevations, and details as required to address HDR scope identified in Article II.A.
 - 3) Attend meetings as required by the County to inform the County staff on the progress of the work and the status of the budget.
- c) Mechanical Engineering. Mechanical Engineering scope of work includes:
- 1) Review existing drawings and calculations for construction administration.
 - 2) Prepare final working drawings in RevitMEP coordinated with Revit with AutoCAD plans and sections as drawing deliverables related the HDR's scope of work identified in Article II.A.
 - 3) Final coordination of MEP system elements with architectural, structural and civil disciplines, and existing conditions related the HDR's scope of work identified in Article II.A
 - 4) Complete final sizing and location of equipment for the mechanical and plumbing systems related the HDR's scope of work identified in Article II.A.
 - 5) Attend meetings as required by the County to inform the County staff on the progress of the work and the status of the budget.
- d) Electrical Engineering. Electrical Engineering scope of work includes:
- 1) Review existing drawings and calculations for construction administration.

- 2) Prepare final working drawings in RevitMEP coordinated with Revit with AutoCAD plans and sections as drawing deliverables related the HDR's scope of work identified in Article II.A.
 - 3) Final coordination of MEP system elements with architectural, structural and civil disciplines, and existing conditions related the HDR's scope of work identified in Article II.A.
 - 4) Complete final sizing and location of equipment for the electrical systems related the HDR's scope of work identified in Article II.A.
 - 5) Attend meetings as required by the County to inform the County staff on the progress of the work and the status of the budget.
- e) Lighting Design. Prepare final documentation including plans, fixture schedule, and specifications.
- f) Site/Civil. Review existing drawings and calculations for construction administration.
- 1) The final design drawings will include all technical specifications, plan notes, typical sections, site geometries, utilities, paving, grading, and erosion control. The documentation provided by the County has already secured the required approvals from the AHJ's. Modifications by HDR will only be necessary to resolve outstanding review comments and to correct/add additional clarification. This stage will include the preparation of the following:
 - i. General Notes
 - ii. Include General Notes to clarify the project's intent.
 - iii. Typical Plans and Sections
 - iv. Complete and comprehensive;
 - v. Covers access drives and sidewalks;
 - vi. Clearly describes improvements
 - vii. Existing Conditions and proposed Grading (1"=20');
 - viii. Horizontal Alignment;
 - ix. Edges of pavement, medians, C&G, shoulders, driveways, lighting, signing, signals, guardrails, structures, etc.
 - x. All existing storm sewers, manholes, catch basins, inlets, headwalls, ditches, pump stations, etc.
 - xi. All known utilities plotted as accurately as possible including horizontal and vertical locations and assist County with completing utility applications;
 - xii. Identifications, sizing, and appurtenances on existing topography and existing drainage;
 - xiii. Proposed edges of pavements, medians, C&G, driveways, sidewalks, and identifications;
 - xiv. Main drain (horizontal, vertical, and size), manholes, catch basins, inlets, (station / offsets), etc;
 - xv. Proposed contours;
 - xvi. Erosion control and landscaping plans (1'=50');
 - xvii. Include details to save designated trees;

- xviii. Include landscape plan, landscape buffers;
 - xix. Construction details, and
 - xx. Prepare final design level Stormwater management plan
 - xxi. Attend meetings as required by the County to inform the County staff on the progress of the work and the status of the budget.
- g) Stormwater Management. Stormwater Construction Documents: Stormwater Management Plan has already been approved, any work by HDR will be in response to resolving existing open comments by CSFM and AHJ's. All stormwater tasks above will culminate in a final stormwater management plan to be submitted for permit in accordance with local requirements. Calculations and engineering documents shall be compiled in a manner consistent with the local requirements and will be submitted for their review. Permit fees for this task will be borne by the County.
- h) Fire & Life Safety (Code). Submittals are anticipated after receipt of the 100% CD set.
- 1) Architectural Drawing Review. Final review of architectural drawings for fire protection and life safety issues.
 - 2) Update Fire Protection Program Report. Update the report documenting the proposed development of the fire sprinkler and fire detection and alarm systems for the project and how these systems will interface with the existing systems on site.
 - 3) Updates will be prepared after receipt of the 100% CD set.
 - 4) Systems Bid Drawings. Update floor plans and riser diagrams for both the sprinkler and fire alarm systems, showing the intended arrangement of the two systems.
 - 5) Sprinkler systems floor plans will only show arrangement of bulk feed pipe. Branch piping and sprinklers will not be shown. Fire alarm system floor plans will show fire detection and occupant notification device locations. No wiring or conduit arrangements will be shown. The drawings are intended to show the level of information a contractor would need to bid on performing the work.
 - 6) Systems Specifications. Starting with the CD phase, issue performance-based technical specifications sections for the fire sprinkler, fire pump and fire detection/alarm systems. Specifications will be provided with each of the three (3) CD milestone submittals.
 - 7) AHJ Meetings. Attend review meetings as required to obtain necessary AHJ approvals.
- i) Acoustics: Finalize wall types and details. Finalize acoustical concepts for housing units. Finalize final details and specifications of all components of the project.

- j) Vertical Transportation. Final drawings and specifications for future tunnel connection.
- k) Low Voltage Systems. Low Voltage Systems include data-telecommunications, electronic security, and audio video systems. Final documentation will include:
 - 1) Data-Telecommunications: Final plans, riser diagrams, schedules and specifications for the technology infrastructure system.
 - 2) Electronic Security: Final plans, riser diagrams, schedules and specifications for the following:
 - i. Access Control and Alarm Monitoring System;
 - ii. Video Surveillance System;
 - iii. Intercom System;
 - iv. Electronic Monitoring and Control;
 - v. Duress System;
 - vi. Programmable Logic Controller (PLC) Electronic Detention Monitoring Systems;
 - vii. Computer Based Detention Monitoring and Control Systems; and
 - viii. Building entry package and pedestrian scanning if required at Maintenance and Warehouse buildings.
 - ix. Audio-Video Systems: Final plans, riser diagrams, schedules and specifications for the court systems Audio-Video matrix; courtroom technology floor plans; riser diagram.
- l) Landscape/Hardscape. Final documentation of drawings and specification for the following.
 - 1) Planting Plan;
 - 2) Planting Palette and Detail Sheet;
 - 3) Wall and Fence; and
 - 4) Irrigation Plan.
- m) Signage. Final drawings and specifications for interior and exterior signage.
- n) QA/QC Program. HDR will perform a disciplinary and independent 3rd party inter-disciplinary review of all materials prior to submittal to OCSA.
- o) Specifications. Final specifications per the latest CSI format.
- p) Provide a complete construction cost estimate if requested by the County.

D. Construction Support Services

- 1. Bid Support

- a) Prepare/complete all documents and applications required for submission to authorities having jurisdiction over the project and assist as necessary in obtaining all approvals required for construction.
 - b) Attend pre-bid meeting with potential contractors.
 - c) Answer questions related to the design documents.
 - d) Prepare any required addenda documents.
 - e) Review bid proposals and provide recommendations on most qualified bidders.
 - f) Attend post bid meetings, if necessary, to discuss alternate work items.
 - g) Not Used
2. Construction Design Support Services/Administration (CA). HDR will provide CA services including the following:
- a) Full-time on-site services: see Section D.4. (Onsite Representation)
 - b) Attend pre-construction conferences and partnering sessions with all stakeholders.
 - c) Review and approve Contractor payment requests.
 - d) Review and approve change order requests.
 - e) Review Contractor's redline drawings to verify completeness to progress of construction.
 - f) Attend regular weekly construction meetings with OCSD and its contractor, subcontractors, and suppliers.
 - g) Respond to contractor requests for information.
 - h) Review contractors' submittals and shop drawings to determine compliance with design intent, plans and specifications.
 - i) Issue architectural supplemental information documents as required.
 - j) Make periodic site visits to observe and report substantial compliance with plans and specifications in the final product. (Assumes a total of 167 man-trips over a construction duration of no more than 27 months).
 - k) Not Used
3. Project Close-Out
- a) Provide oversight as needed during the commissioning process and review all commissioning reports for compliance with intended design operational capacities and project specifications.

- b) Work with the County and the Contractor to prepare a punch list and track items until resolved.
- c) Assist the County with the close out of all contracts.
- d) Provide record documents to OCS D in Revit Format. HDR shall provide record drawings, showing the as-constructed condition of the Project in digital format (AutoCAD dwg and/or Revit rvt). The drawings shall incorporate all changes in the work made during construction, based on marked-up prints, drawings, and other data known by A-E, and shall accurately reflect the final construction of the work. The drawings shall include, as applicable, the following systems: architectural, structural, civil, mechanical, electrical, plumbing, fire protection, fire alarm, security and landscape. . The Contractor is responsible for collecting all record documents and architectural field changes not documented in RFIs or ASIs and for developing all record drawings from their subcontractor shop drawings and supply documents and coordinating them into the as-built BIM model. HDR to oversee and verify Contractor's compliance with contract specifications requirements.
- e) Assist in the delivery of all required close out documentation and warranties.
- f) Warranty walk-through nine-months after substantial completion to review any issues that are subject to warranty.
- g) Not Used

4. On-Site Representation

- a) General. HDR will provide Project Representatives at the project site during Construction to assist in carrying out the CA Services as described in herein.
- b) Through observations of the Project Representatives, Architect shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. Apart from such further protection, the rights, responsibilities and obligations of the Architect as described in this Agreement shall not be modified by the furnishing of such Project Representatives.
- c) Communications by Project Representatives relating to administration of the Contract for Construction shall in general be restricted to the Architect, Owners Representative, and Contractor. Project Representative shall not communicate with Subcontractors or material suppliers except with the full knowledge and approval of Contractor and Owners Representative.
- d) There shall be five (5) Project Representative assigned to the Project, representing the following disciplines: Architecture, Mechanical, Electrical, Civil/Structural, and BIM.
- e) As directed by the Owner's Representative, maintain project files on the Project Web site. Files may include: submittal tracker / submittal register, Request for

Information (RFI) tracker, Change Order Log, Photographs, Observation Reports, correspondence with the Contractor, and Project Schedule.

- f) Services. Project Representatives shall perform on-site observations of the progress and aesthetic quality of the Work as may be reasonably necessary to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in general conformance with the Contract Documents. Project Representatives shall notify Contractor and County immediately if, in Project Representatives opinion, Work does not conform to Contract Documents. The On-Site Project Representation Services described herein do not create responsibility on behalf of the Architect or the On-Site Project Representative(s) for construction means, methods, techniques, sequences, or procedures; job site safety precautions and programs; or acts or omissions of others, beyond the responsibilities set forth in the Agreement.
- 1) Project Representatives shall maintain a log of all construction inspections/site observations.
 - 2) Project Representatives shall monitor the Contractor's construction schedules on an ongoing basis.
 - 3) Project Representatives shall receive and review suggestions, recommendations and requests for changes by Contractor.
 - 4) Project Representatives shall attend weekly construction progress meeting and monthly construction meetings with the Owners Representative as directed required.
 - 5) Project Representatives shall assist in evaluating the Contractor's application for payment and provide recommendations as required.
 - 6) Project Representatives shall review test reports required by Contract Documents, report non-conforming results to Owners Representative.
 - 7) Project Representatives shall observe Contractor's maintenance of "Record Documents" of the Drawings, Specifications, addenda, Change Orders and other documents at intervals appropriate to the stage of construction.
 - 8) Project Representatives shall review list of items to be completed or corrected which is submitted by Contractor with a request for issuance of a Certificate of Substantial Completion. Project Representative shall review the Work with the Owner and, if the list is accurate, forward to Owners Representative for disposition. If list is not accurate, Project Representative shall so advise Owners Representative and Contractor, and return the list to Contractor for substantially completing and correction of the Work.
 - 9) Project Representative shall assist Owner and Architect in evaluating Work at Substantial Completion, and develop list of items to be corrected or completed by the Contractor.

10) Project Representative shall assist Owner and Architect in conducting inspections to determine date or dates of Substantial Completion and date of final completion.

11) Not Used

5. Not Used

E. Reproduction of Documents

1. A-E shall provide printing and reproduction, at a minimum, as part of basic services and at no additional or reimbursable cost to County as follows: (All distribution to necessary OCSD divisions shall be through DIRECTOR).

Construction Documents	6	Sets of Plans, structural, mechanical, and electrical calculations
Final Submittal	4	Sets of Plans, structural, mechanical, and electrical calculations
Bid Documents	1	Set of original drawings (electronic format)
	1	Set of Original Specifications

Additionally, one (1) set shall be provided per each distribution as indicated:

CSFM	X
Health Care Agency	X
BSCC	X
Tele/Com. Services	
Users	X

IV. Owner Supplied Information

- A. Drawings & Specification submitted to AHJ's and CSFM3-D Computer models used for engineering calculations and design
- B. BIM and REVIT 3D models used for architectural and engineering design
- C. Existing Studies and Design Analysis used in previous design phases
- D. Relevant previous meeting minutes related to project requirements and Owner supplied FF&E
- E. Facility Program and Room Data Information
- F. Energy Pro working computer files
- G. HVAC load calculations and data files

- H. SKM Short Circuit Calculations
- I. Panelboard Schedules - native Excel data files should be obtained
- J. Lightning protection and grounding analysis/ calculations
- K. Generator sizing calculations
- L. System narratives or Basis of Design reports
- M. Structural calculations and models
- N. Plumbing fixture count calculations
- O. Existing Utility information

TABLE 1: Change Notice Items (includes START Comments)			
CN#		Description	
17		FM-200 Suppression & Pre-action for MDF/IDF Rooms: Include FM-200 (clean agent) suppression system and pre-action sprinkler system for the MDF/IDF rooms in lieu of wet pipe sprinkler system included in the original design in rooms MDF A1063, Security A1015C, Security IDF B1N022, B2N022, C1N020 and C2N020	
17		Expanded Guard Shack: Add ballistic rated glazing and construction details	
18		New Sallyport/2 man gates at relocated entrance: Provide Sally Port associated with the relocated entrance to the existing facility. Additionally add 2 man-gate sally ports to the new facility per schematic drawing to be provided by OCSD.	
19		Outside Kiosk Power &Data/ Kiosk Canopy Cover ITR: 8 ITR Tables will require power and IT connection installed by General Contractor. 4 ITR Tables and Benches will be covered by canopy. 4 ITR Tables and benches will not be covered by canopy.	
20.1		Embed Inserts for Detention Equipment: Confirm embed inserts are installed integral within horizontal and vertical surfaces for welded attachment of Detention Equipment.	
27		Scope Changes from START Comments: 1. Remove Insta-Hots from Officers' Stations and provide domestic cold & hot water lines. 2. At Male & Female Loops-Coordinate trap primers at floor drains 3. At Rx Storage add 3 power receptacles at East wall. 4. Adjust all Medical Treatment Rooms to the quantities and locations shown in room B1S013. (Both Phases) 5. Revise Food Cart receptacles in Kitchen and all Food Cart areas to single phase. (Both Phases) 6. Provide Sharp 70" Interactive Display System in Team Prep Rooms (Ph 2) 7. Provide Smart Board in A1009 Admin Briefing	
28		Scope Changes from START Comments: 1. Replace stairs at Loading Dock with concrete ramp capable of accommodating a forklift. 2. In Sump/Sewer Ejector Pump Schedule - Change all pumps to be stainless steel suction pipes in lieu of specified galvanized pipes; basins to be stainless steel in lieu of specified fiberglass. (Both Phases) 4. Compressed Air System - Add Air Station drop downs at center of each shop area 5. Revise FacOps Storage to Contractor Furnished - Contractor Installed.	
29		Scope Changes from START Comments: 1. provide dedicated Fax Line @ Records 2. Add camera under IRT Canopy 3. Add FACU/FAAP & Generator annunciator panels 4. Remove interior card readers from A2M014 and A2M014A; show door A2M014A on TY sheet, to coordinate as shown on Architectural. 5. Provide power along counter space at east end of records layout for printers. 6. Provide power for printer in Records 7. Provide voice & data outlet in Overall Supervisor's Office A1129H. 8. Provide voice / data outlet in CLASS/TAT/DRO (on staff side) 9. Provide dedicated fax in Commitment Supervisors Office A1129F. 10. Move Watch Commander Office Door A1127D to west side of room to provide more counter space. Add voice/data & power at counter space	

TABLE 1: Change Notice Items (includes START Comments)			
		11. Provide details for counter at end of records (needs elevations). 12. Add voice /data to Rx Storage-south wall 13. Add voice / data to Rx Storage-west wall 14. Revise voice & data outlets in Medical Triage 15. Add voice / data to Nurses Station	
30		Add demo of AC Transite Irrigation piping: 1. Include the additional demolition of AC Transite irrigation piping on all of building site. 2. Add new irrigation connection to IRWD meter.	

**ATTACHMENT B
COST/COMPENSATION**

- I. COMPENSATION:** This is a fixed-fee CONTRACT between COUNTY and A-E for James A. Musick Facility Phase 1/Phase 2 Jail as set forth in Attachment A, "Scope of Work".

A-E agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably foreseeable difficulties which may arise or be encountered in the execution of the services until acceptance, for foreseeable 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 CONTRACT Amount specified herein below unless authorized by amendment in accordance with the COUNTY CONTRACT Terms and Conditions.**

A. TASK FEE SCHEDULE

DESCRIPTION	AMOUNT (Not to Exceed)
DESIGN	
Project Management	\$245,255 \$353,255
Architectural	\$217,752 \$802,242
Civil	\$204,720 \$359,640
Structural	\$63,980 \$256,420
Mechanical	\$83,330 \$174,858
Electrical	\$87,060 \$219,080
Cost Estimating	\$57,082 \$27,102
Miscellaneous (incl. design review)	\$236,062 \$274,462
Subtotal	\$1,195,241 \$2,467,059

CONSTRUCTION	
Project Management	\$981,021
Construction Design Support/Administration	\$4,999,871 \$5,049,871
Close-Out	\$92,784
Subtotal	\$6,073,676 \$6,123,676

REIMBURSABLE ITEMS	
Travel	\$335,040 \$375,960
Housing	\$514,800
Other	\$116,100
Subtotal	\$965,940 \$1,006,860

- B. Total CONTRACT Amount Shall Not Exceed:** **~~\$8,234,857~~ \$9,597,595**

C. Hourly Classification Rates

Classification	Rate
Principal-in-Charge	\$295.00
Senior Project Manager/Design	\$260.00
Project Manager	\$200.00
Lead Project Architect/Engineer	\$226.00
Communications Engineer	\$155.00
Designer Interiors	\$150.00
Architect/Engineer	\$160.00
Lead Project Structural/Mechanical/Electrical Engineer	\$210.00
Structural/Mechanical/Electrical Engineer	\$155.00
BIM Technician	\$120.00
Detention Specialist	\$208.00
Geotechnical Engineer	\$210.00
Landscape Architect	\$160.00
Signage Wayfinding	\$155.00
Food Service	\$170.00
Programming Architect	\$205.00
Electrical Security System Engineer	\$208.00
Code/Fire Life Safety	\$170.00
Fire Protection Engineer	\$210.00
Energy Analyst	\$170.00
Civil Principal	\$265.00
Civil Engineer/Surveyor	\$190.00
Civil Designer	\$155.00
Civil CADD Technician	\$120.00
Administrative/Clerical	\$100.00
Senior Construction Representative	\$228.00
Cost Estimator	\$155.00
Specification Writer	\$155.00

- II. PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of this CONTRACT. All price decreases will automatically be extended to COUNTY.
- III. 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 CONTRACT not otherwise specified and provided for within this CONTRACT.
- IV. 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 CONTRACT.
- V. 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:
- A. 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.
 - B. Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the COUNTY Project Manager.
 - C. 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.
 - D. Travel costs shall only be reimbursed if approved in advance in writing by COUNTY Project Manager and are subject to the following restrictions:
 - E. 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 COUNTY location, as well as mileage within COUNTY property will not be reimbursed.
 - F. Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
 - G. Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
 - H. 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.

VI. PAYMENT TERMS: Invoices are to be submitted in 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. 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 CONTRACT requirements.

Payments made by COUNTY shall not preclude the right of 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: The A-E will provide an invoice on the A-E's letterhead. Each invoice will have a unique number and will include the following information:

- A. A-E's name and address
- B. A-E'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:

OCSD Research and Development Division
Facilities Planning Unit
431 The City Drive South
Orange, CA 92868

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 OCSD Research and Development, Facilities Planning.

VIII. 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 CONTRACT requirements.

Payments made by COUNTY shall not preclude the right of 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.

**ATTACHMENT C
STAFFING PLAN**

I. A-E KEY PERSONNEL

Name	Classification/Designation	Years of Experience	Licenses/Certifications (include license number)
Michael Brenchley	Principal in Charge	35	OK No. 2851
William Prindle	Architect of Record	37	CA No. C-23775
John Hultberg	Sr. Physical Security Specialist	50	TX No. 12055
Dean Helma	Sr. Mechanical Engineer	43	CA No. C-28117
Janelle Moyer	Civil Engineer	15	CA No. C-70050
Mark Harper	Sr. Structural Engineer	27	CA No. S-4387
James Gabel	Electronic Security Specialist	38	
Kau Lim	Electrical Engineer	17	CA No. E-19589

A-E understands that the personnel represented as assigned to the CONTRACT must remain working on the CONTRACT throughout the duration of the CONTRACT unless otherwise requested or approved by the COUNTY, or unless their employment with A-E ends. 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's 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 or other County department.***

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 or other County Department.*** COUNTY reserves the right to have any A-E 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 A-E personnel.

II. SUBCONTRACTOR(S) (IF APPLICABLE)

A-E may utilize any of the subcontractors identified on the final approved construction documents to perform services specified in Attachment A provided that written approval is obtained from the COUNTY Project Manager. 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.