

A G R E E M E N T

THIS AGREEMENT, hereinafter referred to as “AGREEMENT” for purposes of identification hereby numbered MA-080-16010917, and dated _____ day of _____, 20_____ is

BY AND BETWEEN

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

AND

TAIT & Associates, Inc., a California Corporation, hereinafter referred to as “A/E”,

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

RECITALS

WHEREAS, COUNTY requires professional services to accomplish projects and/or services (“PROJECTS/SERVICES”) as described in MA-080-16010917 Scope Of Work for On-Call Architectural Services, 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 AGREEMENT.
- 1.1.2. A professional, duly registered in the State of California, who shall be assigned to PROJECTS/SERVICES and whose services are offered by A/E and accepted by COUNTY is Jacob Vandervis.
- 1.1.3. A/E may employ special consultants/contractors for the accomplishment of the PROJECTS/SERVICES specified; and, it is agreed that only the following firms or independent consultants/contractors are to be employed to provide these PROJECTS/SERVICES, and that the aggregate money value of their PROJECTS/SERVICES shall not constitute more than forty-nine percent (49%) of the total amount of PROJECTS/SERVICES required under this AGREEMENT:
 - a. IDS Mechanical Engineers
 - b. Mullen & Associates Inc.
 - c. Roessler Design Group for Structural Engineers
 - d. Ninyo & Moore
- 1.1.4. Consultants/contractors may be substituted and/or added by mutual AGREEMENT of A/E and the Director, County of Orange, OC Public Works or his designee, hereinafter referred to as “DIRECTOR”.
- 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 AGREEMENT. However, all consultants/contractors independently contracting with COUNTY shall be independently liable to COUNTY for the performance of the work pursuant to their agreements, and A/E shall have no liability for work by contractors independently contracting with COUNTY.

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

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.

1.2.3. Scheduling

- a. Concurrently with the work of the AGREEMENT, A/E shall prepare a progress work schedule and within ten (10) working days from the date of receipt of individual assignments from COUNTY, A/E shall submit to COUNTY two (2) copies of a progress work schedule which shall delineate dates of commencement and completion of the various phases of PROJECTS/SERVICES assignments. A/E schedule shall include required COUNTY review period(s) set forth herein. An approved copy of the progress schedule will be returned to A/E.
- b. A/E shall allow at least ten (10) working days for COUNTY review of progress work schedule. In planning work A/E should anticipate and allow ten (10) working days for COUNTY review of each submittal required in Attachment A.
- c. A/E shall meet on an "as needed" basis per the Architectural and Engineer Guide 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 five (5) working days of each meeting, A/E shall prepare a brief memorandum summarizing the results of the meeting and shall submit it to COUNTY for concurrence.
- e. A/E shall complete all the work of PROJECTS/SERVICES and obtain all approvals by the COUNTY within the time frame indicated in Attachment A except A/E shall not be responsible for any delay beyond the control of A/E.
- f. In the event A/E fails to complete the work and obtain the approval of DIRECTOR in the time allowed, COUNTY shall have the option of completing the work by its own forces or by contract with another firm. The time allowed for A/E to complete the PROJECTS/SERVICES pursuant to this AGREEMENT shall be extended for delay caused by COUNTY in completing its work pursuant to this AGREEMENT which delay exceeds the agreed COUNTY review and/or approval time periods.

1.3. Assistance by COUNTY

- 1.3.1. COUNTY shall assign an appropriate staff member to work with A/E in connection with the work of this AGREEMENT. Said staff member's duties will consist of the giving of advice and consultations, assisting A/E in negotiations with other public agencies and private parties, miscellaneous items which in the judgment of A/E or COUNTY's staff warrant attention, and all other duties as may be described in Attachment A.
- 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 AGREEMENT is for **five (5)** years commencing upon approval by the COUNTY Board of Supervisors, with a maximum allowable compensation of **\$1,500,000**, 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 AGREEMENT, 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 AGREEMENT is not approved by the Board of Supervisors, any change that increases the cumulative AGREEMENT price beyond \$100,000 must be approved by the Board. Increases in the AGREEMENT amount for services within the existing scope of work may be granted by the DIRECTOR where the amount does not exceed 25 percent of the existing AGREEMENT price or \$100,000, 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.
- 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 A for that particular submittal, plus the reasonable value as determined by COUNTY of the non-approved work; provided, however, that if the cost to COUNTY to complete the contract exceeds the amount specified herein, A/E shall be liable to COUNTY for such excess costs attributable to

A/E's breach of the AGREEMENT.

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 AGREEMENT who is involved in this Project in a participatory status during the life of this AGREEMENT regardless of the assignments said employee may be given or the days or hours employee may work.
- 2.1.2. Nothing in this AGREEMENT shall be deemed to make A/E, or any of A/E's employees or agents, agents or employees of the COUNTY. A/E shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work, provided that A/E is in compliance with the terms of this AGREEMENT. Anything in the AGREEMENT which may appear to give COUNTY the right to direct A/E as to the details of the performance of the work or to exercise a measure of control over A/E shall mean that A/E shall follow the desires of COUNTY, only in the results of the work.

2.2. Non-Discrimination

- 2.2.1. In the performance of this AGREEMENT, A/E agrees that it will comply with the requirements of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons.
- 2.2.2. 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 AGREEMENT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. A/E shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations, including but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324 et seq., as they currently exist and as they may be hereafter amended. A/E shall retain all such documentation for all covered employees for the period prescribed by the law.

2.4. Independent Contractor

- 2.4.1. As referenced in Section D of this AGREEMENT, 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.

3. INSURANCE

- 3.1. Prior to the provision of services under this AGREEMENT, the A/E agrees to purchase all required insurance at A/E's expense, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this AGREEMENT have been complied with. A/E agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the COUNTY during the entire term of this Agreement. The COUNTY reserves the right to request the declarations page showing all endorsements and a certified copy of the policy. In addition, all subcontractors performing work on behalf of A/E pursuant to this AGREEMENT shall obtain insurance subject to the same terms and conditions as set forth herein for A/E.
- 3.2. A/E shall ensure that all subcontractors performing work on behalf of A/E pursuant to this AGREEMENT shall be covered under A/E's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for A/E. A/E shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from A/E under this AGREEMENT. It is the obligation of A/E to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by A/E through the entirety of this AGREEMENT for inspection by COUNTY representative(s) at any reasonable time.
- 3.3. All self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance. If no deductibles or SIRs apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of A/E's current audited financial report. A/E shall be responsible for reimbursement of any deductible to the insurer.
- 3.4. If the A/E fails to maintain insurance acceptable to the COUNTY for the full term of this AGREEMENT, the COUNTY may terminate this AGREEMENT.

A. Qualified Insurer

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$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	\$1,000,000 per claims made or per occurrence \$2,000,000 aggregate

B. Required Coverage Forms

1. The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage as broad.
2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

C. Required Endorsements

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
 - a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds.
 - b. A primary non-contributing endorsement evidencing that A/E's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
2. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents.
3. All insurance policies required by this AGREEMENT shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment
4. A/E shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the AGREEMENT, upon which the COUNTY may suspend or terminate this AGREEMENT.
5. If A/E's Professional Liability policy is a "claims made" policy, A/E shall agree to maintain professional liability coverage for two (2) years following completion of AGREEMENT.
6. The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).
7. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

8. If the A/E fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.
9. COUNTY expressly retains the right to require A/E to increase or decrease insurance of any of the above insurance types throughout the term of this AGREEMENT. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
10. COUNTY shall notify A/E in writing of changes in the insurance requirements. If A/E does not deposit copies of acceptable Certificates of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this AGREEMENT may be in breach without further notice to A/E, and COUNTY shall be entitled to all legal remedies.
11. The procuring of such required policy or policies of insurance shall not be construed to limit A/E's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT, nor act in any way to reduce the policy coverage and limits available from the insurer.

D. Certificate Holder Information

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

4. INDEMNITY/COMPLIANCE

- 4.1. **A/E shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against A/E or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this AGREEMENT.**
- 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, defend with counsel approved in writing by COUNTY, and hold COUNTY, the County of Orange ("COUNTY"), their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any**

claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the A/E. If judgment is entered against A/E and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of A/E and COUNTY or COUNTY INDEMNITEES, A/E and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve A/E of any insurance requirements or obligations created elsewhere in this AGREEMENT.

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 AGREEMENT shall 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 violation of such laws.**

5. TERMINATION

5.1. Termination of Agreement for Cause

- 5.1.1. If A/E breaches any of the covenants or conditions of this AGREEMENT, COUNTY shall have the right to terminate this AGREEMENT upon ten (10) days written notice prior to the effective day of termination.
- 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 AGREEMENT, 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 AGREEMENT, COUNTY may at any time, and without cause, terminate this AGREEMENT in whole or in part, upon not less than seven (7) calendar days' written notice to the A/E. Such termination shall be effected by delivery to the A/E of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated.
- 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 AGREEMENT.

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

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

5.4.2. In the event the A/E shall fail to make prompt delivery as specified of any equipment or service, the same conditions as to the rights of the COUNTY to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this AGREEMENT.

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

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

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

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

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 Agreement and Other Future Agreements

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

6.3. Amendments

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

6.4. Successors and Assigns

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

6.5. Entirety

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

6.7. Binding Obligation

6.7.1. The PARTIES to this AGREEMENT represent and warrant that this AGREEMENT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity enforceable in accordance with its terms.

6.8. Governing Law and Venue

- 6.8.1. This AGREEMENT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this AGREEMENT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure, Section 394.
- 6.8.2. The PARTIES specifically agree that by soliciting and entering into and performing PROJECTS/SERVICES under this AGREEMENT, the A/E shall be deemed to constitute doing business within Orange County from the time of solicitation of work, through the period when all PROJECTS/SERVICES under this AGREEMENT is completed, and continuing until the expiration of any applicable limitations period.

6.9. Child Support Enforcement Requirements

- 6.9.1. To comply with child support enforcement requirements of the COUNTY, within thirty (30) days of notification of selection for award of PROJECTS/SERVICES, A/E agrees to complete and furnish to DIRECTOR the information required in County of Orange Child Support Enforcement Contract Certification, hereinafter referred to as "Exhibit 1," attached hereto and incorporated herein by reference.
- 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 AGREEMENT, shall become the property of COUNTY upon preparation by A/E and may be used by the COUNTY as it may require without additional cost to the COUNTY.
- 6.10.2. COUNTY shall not be limited in any way to its use thereof at any time, including the release of this data to third parties. A/E shall be held harmless for release of such data as may be prepared or created under this AGREEMENT to any third party. If A/E and/or anyone acting under the supervision of A/E should later desire to use any of the data prepared in connection with this AGREEMENT, A/E shall first obtain the written approval of COUNTY.

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 AGREEMENT shall be held confidential by A/E and/or anyone acting under the supervision of A/E and shall not, without the prior written consent of COUNTY, be used for any purposes other than the performance of the PROJECTS/SERVICES described in Attachment A, nor be disclosed to any person, partnership, company, corporation or agency, not connected with the performance of the PROJECTS/SERVICES.
- 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 AGREEMENT, are to be released by A/E and/or anyone acting under the supervision of A/E to any person, partnership, company, corporation, or agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this AGREEMENT. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after COUNTY approval.
- 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 AGREEMENT or any subsequent amendment of, or effort under this AGREEMENT. A/E must first obtain review and approval of said media contact from the COUNTY through the COUNTY'S Project Manager. Any requests for interviews or information received by the media should be referred directly to the COUNTY. A/E's are not authorized to serve as a media spokespersons for COUNTY projects without first obtaining permission from the COUNTY Project Manager.

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 AGREEMENT.
- 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 AGREEMENT.
- 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 AGREEMENT 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 AGREEMENT shall be forwarded within a reasonable period of time not to exceed sixty (60) days to its successor in interest or surviving entity in a merger or acquisition, or, in the event of liquidation, to COUNTY.

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:

TAIT & Associates, Inc.
701 N. Parkcenter Drive
Santa Ana, CA 92705
Attn: Jacob Vandervis
Phone: (714) 560-8677
E-mail: jacobv@tait.com

For COUNTY:

OC Public Works Design and Construction Services
1143 E. Fruit St.
Santa Ana, CA 92701
Attn: Scott Dessort
Phone: 714-667-4924
Email: Scott.Dessort@ocpw.ocgov.com

cc: OC Public Works Procurement Services
300 N. Flower St., Suite 838
Santa Ana, CA 92703
Attn: Sapreena Leoso, Deputy Purchasing Agent
Phone: 714-667-9648
E-mail: Sapreena.Leoso@ocpw.ocgov.com

6.15. Attorney's Fees

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

6.16. Interpretation

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

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 AGREEMENT 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 AGREEMENT against the PARTY that has drafted it is not applicable and is waived.

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

6.17. Headings

6.17.1. The various headings and numbers herein, the grouping of provisions of this AGREEMENT into

separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

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. Consent to Breach not Waiver

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

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

6.20. Remedies Not Exclusive

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

6.21. Changes

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

6.22. Assignment

6.22.1. 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 AGREEMENT nor any portion thereof may be assigned or sub-contracted by A/E, by any means whatsoever including but not limited to acquisition by merger, without the express written consent of COUNTY. Any attempt by A/E to assign or sub-contract the performance or any portion thereof of this AGREEMENT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this AGREEMENT.

6.23. Changes in Ownership

6.23.1. 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 AGREEMENT, the new owners shall be required under terms of sale or other transfer to assume A/E's duties and obligations contained in this AGREEMENT and to obtain the written approval of COUNTY of such merger or acquisition, and complete the obligations and duties contained in the AGREEMENT to the satisfaction of COUNTY.

6.24. Force Majeure

6.24.1. A/E shall not be assessed with damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this AGREEMENT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided A/E gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and A/E avails himself of any available remedies.

6.25. Calendar Days

- 6.25.1. Any reference to the word “day” or “days” herein means calendar day or calendar days, respectively, unless otherwise expressly provided.

6.26. Title to Data

- 6.26.1. All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the A/E in the performance of this AGREEMENT, will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the A/E after completion or termination of this AGREEMENT without the express written consent of the COUNTY.
- 6.26.2. All materials, documents, data or information, including copies furnished by COUNTY and loaned to A/E for his temporary use, must be returned to the COUNTY at the end of this AGREEMENT unless otherwise specified by the DIRECTOR.

6.27. Availability of Funds

- 6.27.1. 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.

6.28. Contingency of Funding

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

6.29. Contract Construction

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

6.30. Usage

- 6.30.1. No guarantee is given by the COUNTY to A/E regarding usage of this AGREEMENT. The A/E agrees to supply services requested, as needed by the County of Orange, at prices listed in the AGREEMENT, regardless of quantity requested.

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

Date: 11/6/2015

TAIT & Associates, Inc., a California Corporation,
By: [Signature]
Signature
Jacob Vandervis / Vice President
Print Name & Title

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

Date: 11/6/05

By: [Signature]
Signature
K. RICHARDS TAIT / SECRETARY
Print Name & Title

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

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

Date: _____

By: _____

Print Name & Title

Title: _____

Date: 11-10-15

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

By: [Signature]

ATTACHMENT A

SCOPE OF WORK

I. INTRODUCTION

Orange County Public Works on behalf of the County of Orange (COUNTY) requires supplemental professional services to meet workload demands and project scheduling commitments in relation to Architect/Engineer (A/E) Design Support Services for various projects. A/E is defined as an Architect or Engineer for design and/or engineering of a project. In order to supplement its existing resources, COUNTY intends to issue "On-Call Architectural Services" for use by Orange County Public Works on an "as-needed" basis. **No specified amount of work is guaranteed to A/E.**

II. GENERAL DESCRIPTION OF SERVICES

The A/E will be contacted by Orange County Public Works Project Management staff on an "as-needed" basis as projects arise to be provided by A/E for professional services. Requirements will be discussed by both Parties and A/E shall prepare a written Scope Statement that will include the specific work to be performed, including the costs and time required to complete the project/task. Orange County Public Works Project Management staff will then review the A/E's Scope Statement, proceed with negotiation of task costs and when satisfied, issue a Contract Task Order (CTO) against this CONTRACT.

The A/E shall serve as lead of a design team that may include other construction design professionals working together to ensure that the original design is carried through to the finished product, with no alterations in materials or design that would lead to safety issues or compromise the quality of the building or building component. Other team members who may be retained by the lead to support a project as a consultant may include but are not limited to landscape architects, lighting designers, data consultants, security consultants, controls engineers, commissioning consultants, etc.

The A/E shall be responsible for the preparation of comprehensive building assessments, designs, drawings, specifications, cost estimates, and reports within the scope of the Contract Task Order (CTO). In the preparation of construction drawings and specification, the A/E shall also be responsible for:

- A. Obtaining data by visiting the site of the construction and by conferences with the User/Client or by other actions as necessary to develop the design;
- B. Checking of shop drawings and other data submitted by the Construction Contractor for approval;
- C. Furnishing consultation and advice to COUNTY to clarify the intent of the drawings and specifications and on questions that may arise during the construction of the project;
- D. Other services as specifically included in the Contract Task Order;
- E. The coordination of the various elements of the design to assure compatibility of architectural, structural, electrical, mechanical/plumbing, and other design features;
- F. The meeting of submittal dates included in the Scope Statement of the Contract Task Order, including the work of consultants.

The A/E shall restrict themselves to the Scope Statement of the Contract Task Order. Any changes in the Scope Statement shall require prior written authorization by COUNTY.

III. CONTRACT TASK ORDER

A/E shall be assigned work via a task order by Orange County Public Works which shall subsequently be referred to as the "Contract Task Order" (hereinafter "CTO"). A CTO for each project shall be developed by A/E in conjunction with Orange County Public Works Project Management staff. The COUNTY Project Manager shall manage all A/E's work including monitoring the CTO work schedule, quality of deliverables, review of invoiced amounts, adherence to set budget, and internal review of submittal packages. A/E shall follow all requirements as outlined in the CTO; this general Scope of Work, the project specific Scope Statement, and the Architect-Engineer Guide (Attachment D – April 20, 2015).

The CTO shall include a detailed Scope Statement, describing tasks to be performed with a specific list of deliverables for each task, schedule of work and cost to complete the work. The schedule of work shall allow sufficient time for meetings with Orange County Public Works Project Management staff to review the work progress, provide technical and policy direction, resolve problems and ensure adherence to the work completion schedule. The CTO shall include a cover sheet provided by Orange County Public Works Project Management staff with the appropriate signature blocks and contract information. Once both Parties are in agreement and all parties have signed the CTO, Orange County Public Works Project Management staff shall provide A/E with a Notice to Proceed (NTP) to begin work. A/E shall submit all plans, reports and other documents produced under the CTO to the assigned COUNTY Project Manager within the timeframe indicated in the CTO or as directed by Orange County Public Works Project Management staff. In the event a negotiated fee for the task/project result in excess of one hundred thousand dollars Board of Supervisors approval is required before NTP shall be issued to begin work.

IV. SCOPE OF WORK – ARCHITECTURAL

- A. The A/E's professional services shall include, but not limited to the development of both the planning and the design components forming a basis of building construction or building repairs or building physical makeup that meet aesthetic, functional, structural, and safety factors for the construction or repair of any type of building component, overall layout of the projected building, or any aspect of a building or structure; ensuring that these items meet applicable codes & standards.
- B. The A/E's professional services shall include facility condition assessment of existing building mechanical, electrical & lighting, plumbing, roofing, fire systems and finishes; seismic and geotechnical risk assessment; and provide a short summary of long term recommendations for the repair and replacement of the building systems and structure integrity.

V. PROJECT EXAMPLES

The purpose of this section is to identify common COUNTY projects previously completed by means of various A/E services' disciplines:

- A. **Architectural Design:** Tenant Office Improvement; Building Interior Alteration; Regional Park Facility, Picnic Shelter Refurbishment, Various Improvement; Miscellaneous Library Improvement, Entry Plaza Re-design; Building Exterior Repair, Improvement and/or Addition; Restroom Construction and/or Restoration; ADA Compliance and Improvement; Various Roof Systems Replacement; Exterior Door and Storefront Replacement; Existing Building MEP System, Seismic and Geotechnical Risk Assessments; Demolition Plan with Record Drawing.

ATTACHMENT B**ARCHITECT/ENGINEER'S PRICING**

- I. COMPENSATION:** This is an all-inclusive usage AGREEMENT between COUNTY and A/E for services for On-Call Architectural Services, as set forth in Attachment A, "Scope of Work".

A/E agrees to accept the specified compensation as set forth in this AGREEMENT as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by A/E of all its duties and obligations hereunder. A/E shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **COUNTY shall have no obligation to pay any sum in excess of the Total AGREEMENT Amount specified herein below unless authorized by amendment in accordance with Paragraphs 6.3 and 6.21 of the COUNTY AGREEMENT Terms and Conditions.**

II. PRICING:**A. 2015-2020 Hourly Classification Rates:****TAIT & ASSOCIATES, INC.**

06 - Engineering/Architect Assistant	\$65
18 - Project Administrator	\$85
11 - Permit Specialist/Environmental Scientist I	\$95
09 - Research Analyst/Lead-Asbestos Technician/Environmental Scientist II	\$105
04 - Designer I	\$105
10 - Designer II	\$130
03 - Project Engineer/Project Architect/Senior Environmental Scientist	\$150
02 - Project Manager/Licensed Surveyor	\$175
17 - Senior Project Manager/Senior Surveyor/Senior Architect	\$195
01 - Principal	\$205
07 - Field Surveyor	\$85
08 - Field Survey Party Chief	\$120
22 - One Man Survey Crew with Robotics	\$155
00 - Two Man Survey Crew	\$205
00 - Three Man Survey Crew	\$285

SUB-CONTRACTOR FEES**IDS MECHANICAL ENGINEERS, INC.**

Principal	\$175
Project Manager	\$160
Senior Engineer	\$150
Project Engineer	\$130
Designer	\$110
Draftsman / Revit	\$95
Draftsman / CAD	\$85
Technical Typist	\$60

MULLEN AND ASSOCIATES, INC.

In-Office Hourly Rates:	
Electrical Engineer	\$140
Project Engineer	\$125
Electrical Designer	\$95
CAD Draftsman	\$90
Clerical/Administrative	\$60

In-Field Hourly Rates (including PPE if required)	
Electrical Engineer	\$200
Project Engineer	\$175

ROESSLER DESIGN GROUP

Principal	\$200
Project Engineer	\$150
Senior Engineer	\$115
Engineer	\$90
Senior Drafter	\$85
Drafter/CAD Operator	\$75
Administration	\$50
Reproduction of brochures, specifications, blueprints and other materials all as ordered or authorized	Cost + 10%
Transportation	\$0.35 per mile

NINYO & MOORE

Principal Engineer/Geologist/Environmental Scientist	\$168
Senior Engineer/Geologist/Environmental Scientist	\$164
Senior Project Engineer/Geologist/Environmental Scientist	\$160
Project Engineer/Geologist/Environmental Scientist	\$156
Senior Staff Engineer/Geologist/Environmental Scientist	\$141
Staff Engineer/Geologist/Environmental Scientist	\$128
GIS Analyst	\$114
Field Operations Manager	\$104
Supervisory Technician	\$95
Nondestructive Examination Technician, UT, MT, LP	\$95
Senior Field/Laboratory Technician	\$87
Field/Laboratory Technician	\$87
ACI Concrete Technician	\$87
Concrete/Asphalt Batch Plant Inspector	\$87
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)	\$87
Technical Illustrator/CAD Operator	\$86
Geotechnical/Environmental/Laboratory Assistant	\$73
Information Specialist	\$73
Data Processing, Technical Editing, or Reproduction	\$64

The County will not pay A/E more than the listed amount of Sub-Contractor work, regardless of any agreement between the A/E and their Sub-Contractor.

B. Total AGREEMENT Amount Shall Not Exceed: \$1,500,000

- III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of this AGREEMENT. All price decreases will automatically be extended to COUNTY.
- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** A/E guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. A/E agrees that no price increases shall be passed along to COUNTY during the term of this AGREEMENT not otherwise specified and provided for within this AGREEMENT.
- V. A/E'S EXPENSE:** A/E will be responsible for all costs related to photo copying, telephone communications and fax communications while on COUNTY sites during the performance of work and services under this AGREEMENT.
- VI. REIMBURSABLE ITEMS:** Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the COUNTY Project Manager. A/E may be entitled to reimbursement for the following, upon prior approval by COUNTY:
- 1) The actual costs of special equipment to be rented, leased or purchased by A/E for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by the COUNTY Project Manager.
 - 2) Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the COUNTY Project Manager.
 - 3) Other actual costs and/or payments specifically approved and authorized in writing by the COUNTY Project Manager and actually incurred by A/E in performance of this Contract.
 - 4) Travel costs shall only be reimbursed if approved in advance in writing by COUNTY Project Manager and are subject to the following restrictions:
 - a) Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this AGREEMENT shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the A/E's "Home Based" office location and OC Public Works location, as well as mileage within OC Public Works property will not be reimbursed.
 - b) Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
 - c) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.

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

- VII. PAYMENT TERMS:** Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the COUNTY, as applicable. Invoices shall be verified and approved by COUNTY and

subject to routine processing requirements. The responsibility for providing an acceptable invoice to COUNTY for payment rests with A/E. Incomplete or incorrect invoices are not acceptable and will be returned to the A/E for correction.

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

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

VIII. INVOICING INSTRUCTIONS: The 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. AGREEMENT 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 Design and Construction Services
Attn: Scott Dessort/Project Manager
1143 E. Fruit St.
Santa Ana, CA 92703

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

ATTACHMENT C

STAFFING PLAN

1. A/E KEY PERSONNEL

Name	Classification/ Designation	Licenses/Certifications (include license/ certification number)	Years of Experience	Length of Time with Firm
Jake Vandervis, P.E.	PIC/Project Manager	California C46301	29	18
Tim Virus, AIA	Project Architect	California C17342	34	25
Nico Marcos	Lead Architect Designer		19	17
Todd Schmieder, P.E.	Civil Design Manager	California C37167	35	10
Ann Hillyard, P.G.	Environmental Investigator	California No. 6233	27	9

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

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

2. SUBCONTRACTOR(S)

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

Company Name and Address	Contact Name and Telephone Number	Project Function
IDS Mechanical Engineers 1 Peters Canyon Road, #130, Irvine, CA 92606	Ray Cranston (949) 387-8500	Mechanical Engineer
Mullen & Associates Inc. 1200 N. Jefferson St., Ste. D, Anaheim, CA 92807	Larry Mullen (714) 632-6620	Electrical Engineer
Roessler Design Group for Structural Engineers 4850 Barranca Parkway, Suite 205, Irvine, Ca 92604	Jeff Roessler (949) 651-8111	Structural Engineer
Ninyo & Moore 475 Goddard, Ste. 200, Irvine, CA 92618	Michael Putt (949) 753-7070	Geotechnical Engineer

ATTACHMENT D

ARCHITECT – ENGINEER GUIDE

ALL A/E MUST BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS LISTED IN ARCHITECT-ENGINEER GUIDE; APRIL 20, 2015.



OC FACILITIES DESIGN & CONSTRUCTION
A&E PROJECT MANAGEMENT SECTION

1143 E. FRUIT STREET
SANTA ANA, CA 92701

APRIL 20, 2015