

**CONSULTANT SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
HDR ARCHITECTURE, INC.  
FOR THE PUBLIC HEALTH LABORATORY REPLACEMENT PROJECT  
PROJECT #170256  
FOR FISCAL YEARS 2023-2024 THROUGH 2026-2027**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and HDR Architecture, Inc., a Nebraska Corporation, hereinafter referred to as “CONSULTANT,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Public Works – Facilities Management Division, desires to retain a qualified professional organization to provide certain architecture and engineering services that are designed to assist COUNTY with the Public Health Laboratory Replacement Project; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONSULTANT represents that it is adequately trained, skilled, experienced and qualified to perform the professional consulting services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. OBLIGATIONS OF CONSULTANT:

- A. Professional Services. CONSULTANT hereby agrees to provide professional consulting services in accordance with the criteria, schedule and fiscal requirements set forth in Exhibit A – Scope of Work, Exhibit B – Project Schedule, Exhibit C – Project Budget and Exhibit D – Billing Rate Schedule, which are attached hereto and incorporated herein by reference as if set forth in full. In providing such services CONSULTANT agrees to fully cooperate with the Humboldt County Department of Public Works Director, or a designee thereof, hereinafter referred to as “Director.”
- B. Internal Controls. CONSULTANT shall maintain any and all appropriate internal financial controls over the funds received and disbursed pursuant to the terms and conditions of this Agreement, including, without limitation, procedures for tracking expenditures of such funds.
- C. Provision of Relevant Information. CONSULTANT shall cooperate with COUNTY in completing progress reports and other documents pertaining to the performance of CONSULTANT’s obligations hereunder, including, without limitation, providing, in a timely manner, any and all requested information regarding the services provided pursuant to the terms and conditions of this Agreement.
- D. Project Access. In order to enable COUNTY to confirm CONSULTANT’s compliance with the terms and conditions of this Agreement, CONSULTANT shall provide COUNTY, and any and all duly authorized representatives thereof, access to all work sites and any other areas associated with

the services provided hereunder.

2. OBLIGATIONS OF COUNTY:

- A. Provision of Necessary Data and Materials. COUNTY shall provide CONSULTANT with any and all background data necessary for CONSULTANT to complete the services required pursuant to the terms and conditions of this Agreement and CONSULTANT may rely on such information.
- B. COUNTY Representative. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions related to the services provided pursuant to the terms and conditions of this Agreement. COUNTY's representative shall have overall charge and responsibility of COUNTY's duties and obligations required hereunder. Any and all correspondence pertaining to the performance of CONSULTANT's duties and obligations required hereunder shall be submitted to COUNTY's representative in accordance with the notice requirements set forth herein.
- C. Review of Submitted Materials. COUNTY shall thoroughly review any and all reports, proposals and other documents prepared and submitted pursuant to the terms and conditions of this Agreement. COUNTY shall provide CONSULTANT with a written response pertaining to the review of documents submitted by CONSULTANT within Fourteen (14) calendar days from the receipt thereof.

3. TERM:

This Agreement shall begin on [\_\_\_\_\_] [\_\_\_], 2024 and shall remain in full force and effect until June 30, 2027, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONSULTANT fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, CONSULTANT shall be entitled to compensation for uncompensated services satisfactorily provided hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONSULTANT.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services

provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Million Four Hundred Ninety-Nine Thousand Four Hundred Seventy-Nine Dollars (\$1,499,479). In no event shall the maximum amount paid under this Agreement exceed One Million Four Hundred Ninety-Nine Thousand Four Hundred Seventy-Nine Dollars (\$1,499,479) for the term of this agreement. CONSULTANT hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.

- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit C – Project Budget.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONSULTANT, or compensated by COUNTY, without COUNTY’s prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONSULTANT. CONSULTANT shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONSULTANT estimates that the maximum payable amount will be reached.

6. PAYMENT:

CONSULTANT shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than thirty (30) days after the end of each month. CONSULTANT shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be prepared using a format that is acceptable to the County. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Department of Public Works – Facilities Management Division  
Attention: Jake Johnson, Construction Projects Manager  
1106 Second Street  
Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Public Works  
Attention: Thomas K. Mattson, Director  
1106 Second Street  
Eureka, California 95501

CONSULTANT: HDR Architecture, Inc.  
Attention: Diane Hamlin, AIA, Principal-in-Charge  
350 S. Grand Avenue, Suite 2900

Los Angeles, CA 90071-3406

8. REPORTS:

CONSULTANT hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONSULTANT shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

9. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONSULTANT hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards. CONSULTANT hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.

C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

CONSULTANT hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONSULTANT's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the

terms and conditions of this Agreement. CONSULTANT shall cooperate with a corrective action plan, if deficiencies in CONSULTANT's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONSULTANT's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. CONSULTANT hereby agrees to protect all confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations and standards.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance therewith. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of any and all applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and Part 60 of Title 41 of the Code of Federal Regulations ("C.F.R."); and any other applicable local, state or federal laws, regulations and standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

13. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONSULTANT certifies that it is not a Nuclear Weapons Contractor, in

that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

14. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONSULTANT certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. CONSULTANT's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation and employee assistance programs; and
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
  - 1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
  - 2. Agree to abide by CONSULTANT's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

15. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, CONSULTANT shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, to the extent arising out of, or in connection with, CONSULTANT's negligence, recklessness or willful misconduct in the performance of the services required pursuant to the terms and conditions of this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY or its agents, officers, officials, employees and volunteers.

- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONSULTANT from liability under this provision. This provision shall apply to all claims for damages related to CONSULTANT's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONSULTANT is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations set forth herein, CONSULTANT, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONSULTANT and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each claim (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.

- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONSULTANT. Such

coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
  - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
  - c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. If any insurance coverage required in this agreement is provided on a claims-made rather than occurrence form CONSULTANT agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), be shown, and that CONSULTANT shall maintain the required coverage for a period of at least three (3) years after the expiration of this agreement (hereinafter "post agreement coverage") and any extensions thereof. Consultant may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage for a minimum of three (3) years after the completion of work.
  3. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  4. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
  5. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
  6. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
  7. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.



8. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

- C. Insurance Notices. Any and all insurance notices required to be given hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

CONSULTANT: HDR Architecture, Inc.  
Attention: Diane Hamlin, AIA, Principal-in-Charge  
350 S. Grand Avenue, Suite 2900  
Los Angeles, CA 90071-3406

17. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONSULTANT shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

18. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONSULTANT hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONSULTANT hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONSULTANT hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 11135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONSULTANT hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the Humboldt County Conflict of Interest Code, all as may be amended from time to time.
- E. Prevailing Wage Requirements. CONSULTANT hereby agrees to comply with any and all applicable prevailing wage requirements set forth in California Labor Code Sections 1770, *et seq.*

and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, all as may be amended from time to time.

19. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

20. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

21. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

22. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

23. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

24. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

25. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONSULTANT. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

28. STANDARD OF PRACTICE:

CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

29. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONSULTANT shall become the property of COUNTY. However, CONSULTANT may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, CONSULTANT shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

30. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

31. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONSULTANT shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

32. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement; however, nothing set forth herein shall operate to confer any rights, remedies, obligations or liabilities upon any third parties. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under

subcontracts, whether approved by COUNTY or not.

33. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

34. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 4.(D) – Compensation upon Termination, Section 9. – Record Retention and Inspection, Section 11. – Confidential Information and Section 15. – Indemnification shall survive the expiration or termination of this Agreement.

35. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

36. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

37. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

38. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

39. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether

oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

40. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

41. AUTHORITY TO EXECUTE:

Each person executing this Agreement warrants that he or she is duly authorized and has legal authority to execute this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

**TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:**

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

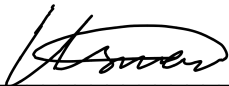
**HDR ARCHITECTURE, INC.:**

By: 

Date: May 6, 2024

Name: Trip Grant

Title: Managing Principal, Vice President

By: 

Date: May 10, 2024

Name: Usman Tariq

Title: Senior Vice President

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_  
Rex Bohn, Chair  
Humboldt County Board of Supervisors

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

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_  
Risk Management

Date: 05/23/2024

**LIST OF EXHIBITS:**

- Exhibit A – Scope of Work
- Exhibit B – Project Schedule
- Exhibit C – Project Budget
- Exhibit D – Billing Rate Schedule

## **EXHIBIT A SCOPE OF SERVICES**

### **1 Project Scope Outline:**

- 1.1 The County desires to design and construct a new stand-alone two-story public health laboratory building of approximately 10,000 s.f., on County-owned land located in Eureka, California. The new facility's primary purpose will be to house new BSL-2 and BSL-3 laboratory spaces and associated office space with an emphasis on implementing advanced molecular detection (AMD) processes for County Public Health Laboratory staff.
- 1.2 **Site Design.** The site will be designed to include hardscape and landscaped exterior areas and site improvements including parking, fencing, stormwater mitigation and flatwork as necessary to construct a new facility for use by Public Health Department laboratory staff.
- 1.3 **Building Design.** The project will be a fully sprinklered building and may include, without limitation, all of the following: concrete; masonry; metals; carpentry; casework; thermal and moisture protection; doors and windows; finishes; specialties; elevator; lab furnishings and equipment (as determined by staff and design team); electrical; plumbing; mechanical; heating, ventilation, and air conditioning; security systems; site improvements; fencing; site utilities; supplemental photovoltaic (solar) power and storage; emergency power; and fire protection systems.
  - 1.3.1 Proposed new structure to be approximately 7,000-10,000 square feet, and 28'-36' high.
  - 1.3.2 Approximate number of staff: 15-20, including lab staff and administration.
  - 1.3.3 Design shall conform to applicable standards for BSL-2 & BSL-3 laboratory spaces including all associated mechanical, electrical and plumbing systems using the Biosafety in Microbiological and Biomedical Laboratories (BMBL) guidelines published by the CDC and NIH, the NIH Design Requirements Manual, and the APHL Laboratory Facilities Construction and Major Renovations Guidelines.
  - 1.3.4 Design shall conform to the setback, height, and size requirements of the City of Eureka Zoning Code.
  - 1.3.5 Design shall conform to all applicable provisions of the California Code of Regulations, Title 24.
  - 1.3.6 Design shall conform to all applicable federal ADA standards and guidelines, and State of California accessibility codes and standards.

### **2 General Requirements**

- 2.1 **Application.** The General Requirements stated herein shall apply to any provision of Services under this Agreement, whether Services encompass the entirety of individual Tasks, or increments of service authorized.
- 2.2 **General Scope of Services.** Unless specifically excluded from this Agreement, Consultant shall provide to County all professional architectural and engineering services necessary to perform the Services and to complete the Project. Services will include, but are not limited to, all architectural services and all structural, mechanical, electrical, plumbing, fire protection, civil, cost estimating, landscape, laboratory planning, interior design, low voltage and sustainability analysis services required to perform the Services. These services shall include:

- 2.2.1 Providing pre-design services such as programming, code review, zoning code review, site planning, analysis of existing site conditions, identifying site issues requiring further investigation and coordination. Deliverables are defined in Task descriptions below.
- 2.2.2 Work will be structured in phases and will include discrete phases of pre-design, schematic design, design development, construction documents & permitting, bidding & negotiations, construction administration, and project closeout.
- 2.2.3 Providing full consulting engineering services to complete the project, including civil engineering, structural engineering, mechanical engineering, electrical engineering, fire protection and other specialized building systems engineering as needed to support BSL-2 & BSL-3 laboratory design as required by the scope of the project.
- 2.2.4 Providing wet and dry utility coordination with utility providers including electricity, natural gas, water, sewer and other utility services as may be required for the construction and future operation of the building. This will include expediting a PG&E electrical service application with follow-up support as necessary.
- 2.2.5 Reviewing and recommending facility resiliency and sustainability measures including emergency power generation, supplemental photovoltaic (solar) power and storage, rainwater and/or gray water harvesting systems, and other applicable technologies or approaches as required by the California Building Code, and warranted by the project site, stakeholder inputs, and budgetary restrictions.
- 2.2.6 Assisting with the entitlement and permitting process for the project, including design review with the City of Eureka, County Board of Supervisors presentation, building department submittal of construction documents, and addressing all construction document modifications required to secure agency approvals throughout the process.
  - 2.2.6.1 The Consultant will assist County in preparing applications and attend up to two meetings or hearings as necessary to present the project and receive feedback from governing bodies.

### **2.3 General Criteria Governing Consultant's Service.**

- 2.3.1 The Project shall be developed and designed to meet all applicable and the most current codes, laws, regulations, and professional standards, regardless of whether such laws are specifically stated in this Agreement.
  - 2.3.1.1 If the project is permitted under one code cycle, and thereafter requires changes due to re-permitting under a subsequent code-cycle as a result of an extended period of time prior to construction, or design changes requiring such re-permitting, the Consultant shall be entitled to reasonable compensation as an Additional Service if mutually agreed to in writing by the County and the Consultant.
- 2.3.2 Unless otherwise permitted in writing by County, Consultant shall not propose or recommend any design that has the effect of shifting design responsibilities from Consultant to a Contractor through performance specifications or any other means. County will not, however,



unreasonably withhold consent to the use of performance specifications that reflect accepted industry practice and which Consultant identified in its proposal.

2.3.2.1 Fire Sprinkler and Fire Alarm systems have been identified by the Consultant as elements that may be designed on a prescriptive basis for deferred submittal by the Contractor.

2.3.3 Consultant's design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA requirements.

2.3.4 Consultant's work shall provide that all applicable construction plans, specifications and designs for the project comply with the Americans with Disabilities Act Accessibility Design Guidelines and Standards and all applicable accessibility provisions in the California Building Code.

## 2.4 **Coordination.**

2.4.1 Consultant shall fully coordinate all architectural and engineering disciplines and subconsultants involved in completing its Services. Consultant shall participate in design coordination meetings with its subconsultants and, in addition, with any County prime consultants, for coordination of design. County shall be kept updated as to the results of such meetings, and shall participate in the meetings if so requested by Consultant.

2.4.2 Consultant shall continuously coordinate with County regarding all required points of County and Consultant/third party interface, for example, approvals, reviews, design input and supplying of necessary information. In all phases of the Services, Consultant shall work cooperatively with County, Contractor, and any of County's other consultants with the objective of delivering the Project within schedule, within the estimated construction budget, and Consultant's accepted estimates, and with the required level of quality. This duty will include, but not be limited to, furnishing complete and timely responses to reasonable requests for information, providing reasonable advance notice of meetings, providing decisions within a reasonable time, sharing non-proprietary information with other Project participants, communicating through designated representatives of other Project participants, and fulfilling Consultant's commitments made to other Project participants during the course of work. Consultant shall, further, advise County regarding the construction schedule effects of potential long lead time items and equipment procurement.

2.5 **Deliverables Required Under This Agreement.** Required Deliverables for each Task are identified herein as written deliverables. Required deliverables under these General Requirements (applicable to all Services) are set forth below. Each deliverable shall be reviewed with representatives of County. Consultant shall promptly correct any identified deficiencies in deliverables, and the cost thereof shall be included in the fee for Basic Services. County shall review and provide written acceptance of deliverables which may be accompanied by County's review comments. Consultant shall, in the subsequent project phase, make modifications based on County's review comments to achieve acceptability to the County in the areas noted.

## 2.6 General Requirements Written Deliverables.

2.6.1 Performance Schedule (written deliverable). Consultant shall prepare and maintain a Performance Schedule detailing the Consultant's scheduled performance of the Services, in the manner and to the detail requested by County. The Performance Schedule shall include: (a) the durations for the identifiable phases of their work, (b) anticipated meeting dates, (c) the projected dates for delivery of the County's progress reviews of Schematic Design, Design Development and Construction Documents, and critical activities related to bidding and permitting. Consultant shall provide an update to the schedule every month as a part of the monthly progress report (see section 2.6.2 below), or as reasonably requested by County.

2.6.2 Monthly Progress Report (written deliverable). Consultant shall provide County with a Monthly Progress Report, in writing, reporting on Consultant's progress and any problems in performing the Services of which Consultant becomes aware. The Monthly Progress Report may be submitted with the monthly payment application and shall include, but not be limited to: (i.) a brief narrative of the work performed (including a list of any contract deliverables) and identification of areas of concern, actions and approvals needed, (ii.) a performance schedule assessment and proposed ways to work around any problems that arise, (iii.) monthly performance schedule status reports clearly identifying actual performance with respect to the current approved version of the schedule, and (iv) a sixty day look-a-head task listing of all anticipated specific requirements for information, anticipated meeting dates, decisions or documents from County necessary for Consultant's performance of its Services, and required third party approvals and preliminary meetings or communications required to obtain agreement in principle with agencies and third parties involved in the Project.

2.6.3 Grant Funding Status Report Drawings (written deliverable). The Project design work is primarily funded by a State CDPH Grant, which from time-to-time requires reports of work to date on funded projects. The County will periodically prepare written status reports for the State. The Consultant will assist county by providing diagrams, plans, drawings, charts, or other work product for inclusion in the County-prepared status reports.

2.7 **Progress.** Consultant shall complete all Services required by this Agreement within the times specified in the approved Performance Schedule, except where (i.) an event outside of Consultant's control causes a delay and (ii.) Consultant promptly advises County of such delay (such prompt notice to occur no more than 15 days after the first occurrence of the delay). Such events shall be limited to: acts of neglect by County or County's agents or by Consultants when acting at County's direction; breaches of this Agreement by County; Acts of God such as fire, flood, earthquake, or epidemic; delay by a construction contractor during the construction phase of the Project; or any other circumstances beyond Consultant's control. Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than excusable delays, Consultant shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement.

2.8 **Consultant Supplied Materials.** Where Consultant has prepared and/or supplied County with a proposed scope of work that the parties have included in the Agreement by a specific reference, such scope of work and this Exhibit A are deemed complementary; what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing County with the broader scope of services shall have precedence, except that such Consultant supplied document may not change, supplement or modify commercial terms or other items addressed in different appendices to this Agreement.

### **3 TASK #1: PRE-DESIGN**

3.1 Program Review, Update & Validation: Consultant shall review existing County data, reports, plans, and other information regarding the program and site, and perform field investigations as necessary to become familiar with the site and its surroundings. Consultant shall make an assessment of the accuracy of the programming information provided by County and the adequacy of available design information/technical reports.

3.1.1 Consultant shall validate programming requirements and adjacencies via a tour of the existing laboratory facilities to be replaced, conducting a vision and goal setting workshop, performing lab programming interviews, as well as using any other methods deemed necessary by the Consultant to provide a complete programming document.

3.1.2 Consultant shall conduct such further investigations of existing conditions as are necessary for Consultant to perform the services and shall, as a written deliverable, advise County of any further design or other services necessary to complete the Project.

3.2 Consultant shall provide the following written deliverables for Task #1, Pre-design:

3.2.1 Program Report: Brief narrative report describing opportunities and constraints of project program.

3.2.2 Preliminary Code Review: Review Program Description in compliance to Title 24 of the California Code of Regulations (CCR). If proposed project is exempted from any State or local laws, regulations, ordinances, standards or requirements, provide a statement citing the appropriate exemption.

3.2.3 Zoning Code Review: Review and document relevant City of Eureka zoning requirements.

3.2.4 Architectural Space Program: Description and tabulation of planned spaces accompanied by an analysis of required spaces and their relationships.

3.2.5 Program Diagrams: Single line plan diagrams ("block" or "bubble" diagrams) based on the functional and space programs.

3.2.6 Other Information: Any additional drawings, reports, calculations, analysis or documents deemed necessary by Consultant to fully describe the project program.

### **4 TASK #2: SCHEMATIC DESIGN PHASE**

4.1 Consultant shall develop schematic design sketches, drawings, plans, reports and exhibits with County staff to achieve a schematic design concept acceptable to the County.

4.1.1 Consultant shall lead design workshops and meetings with County representatives at those times specified in the Performance Schedule.

4.2 Consultant shall provide the following written deliverables for Task #2, Schematic Design:

#### 4.2.1 Schematic Design Phase Documents:

- 4.2.1.1 Concept Site Plan: Develop a site and facility plan to determine best configurations and locations for the new program components and relationship of project to neighboring uses.
  - 4.2.1.2 Site Circulation: Develop a conceptual site circulation plan, identifying separate parking and circulation for staff, public, deliveries and emergency access.
  - 4.2.1.3 Schematic Design Documents: Documents shall consist of plans and reports containing conceptual layouts, sketches and schematic design criteria, sufficient to present the concept of all major elements of the building, systems, machinery, equipment, structure, and site design(s), proposed for construction which complies with the current program and cost limitations. Schematic documents shall include, but are not limited to, plan list, site plan(s), schedule of building system types, equipment, machinery, systems, wall sections and elevations, table of contents for specifications, including architectural, structural, mechanical, electrical and instrumentation systems, and materials proposed, security system, project-specific analysis of codes, ordinances and regulations, building layout plans and initial construction phasing recommendations.
  - 4.2.1.4 Reports, plans and exhibits shall incorporate County's program requirements and shall include structural concepts, site utilization plans, floor plans, elevations, sections, study perspectives and other plans necessary to describe the Project.
  - 4.2.1.5 Schematic Design Phase reports and exhibits shall indicate clearly the considerations involved, including but not limited to applicable requirements of governmental authorities having jurisdiction or private easements, or other legal restrictions, as well as an exposition of how the design reflects the County's program objectives. Reports and exhibits shall indicate any alternative solutions available to County and set forth Consultant's findings and recommendations.
- 4.2.2 Design Basis Report. Consultant shall provide a brief narrative report by each design discipline describing its proposed design philosophy with a description of, and the rationale for the proposed structural systems, mechanical systems, electrical, electronics and security systems, types of equipment, materials and finishes, site development and landscaping as required by the Project.
- 4.2.3 Schematic Level Construction Cost Estimate: Schematic level estimate of the Project's anticipated construction cost, accompanied with a breakdown for each category of the estimate. Submit concurrently with SD deliverables package.
- 4.2.4 Schematic Design Performance Schedule: Update performance schedule as required. Consultant shall notify County of any concerns regarding schedule issues.
- 4.2.5 Schematic Level Sustainability and Resiliency Analysis: Perform code analysis and present options for sustainability and resiliency features for the project which may exceed code-required features. Assessment of these design elements to include schematic budget and schedule implications.

## 5 TASK# 3: DESIGN DEVELOPMENT PHASE

- 5.1 Consultant shall, along with their Subconsultants, develop drawings, plans, reports and exhibits to achieve a design development package acceptable to the County.
  - 5.1.1 Consultant shall lead design workshops and meetings with County representatives at those times specified in the Performance Schedule.
  - 5.1.2 Consultant shall participate in a preliminary accessibility review with County's CASp consultant during this design phase.
- 5.2 Design Review: Consultant shall prepare a design review package as required by the City of Eureka's design review process, attend and present the project to the City's Design Review Committee for non-binding input on the project design, and shall modify the plans and specifications in accord with County's assessment of the City's review comments, if any.
- 5.3 Consultant shall provide the following written deliverables for Task #3, Design Development:
  - 5.3.1 Design Development Documents. Consultant shall prepare and submit to County design development documents. Consultant shall revise these documents consistent with the requirements and criteria established by County. These documents shall include the following:
    - 5.3.1.1 Plans (architectural, civil, electrical, mechanical and structural) sufficient to fix and illustrate project's scope and character in all essential design elements, including but not limited to, site plans, architectural, structural, mechanical, electrical and plumbing floor and equipment layout, elevations; cross sections and other mutually agreed upon plans deemed necessary to describe the developed design; single line electrical and mechanical plans, and structural plans with Schematic sizing of major structural elements.
    - 5.3.1.2 Final Design Criteria. Consultant shall prepare a final updated design criteria report based on the previously approved programming documents including a tabulation of both gross and net floor areas.
    - 5.3.1.3 Materials: As appropriate, Consultant shall provide to County for its approval a color and materials board, samples of textures and finishes of all materials proposed in the Work.
    - 5.3.1.4 Recommendations for scheduling and phasing of construction as it may relate to foreseeable delays, such as long-lead items, etc.
    - 5.3.1.5 Full Specification: For each technical specification section, following the most current Construction Specification Institute conventions, with Part 2 Products of each section completed, describing the size, character and quality of the entire Project in its essentials as to kinds of materials; equipment selections; and types of structural, mechanical, electrical and specialty systems.
    - 5.3.1.6 Schematic Engineering Calculations: For all disciplines, including realistic loads, and sufficiently complete for work on Construction Documents to proceed. Prepare for approval by County updated written design criteria for mechanical, electrical and plumbing systems (for example, temperature, humidity, lighting levels and floor live load design shall be stated for general and special occupancy areas).

- 5.3.2 Design Development Level Construction Cost Estimate of the Project's anticipated construction cost, accompanied with analysis and justification for each element of the estimate. Submit concurrently with DD deliverables package.
- 5.3.3 Design Development Performance Schedule: Update performance schedule as required. Consultant shall notify County of any concerns regarding schedule issues.
- 5.3.4 Design Development Level Sustainability and Resiliency Analysis: Review and update schematic level analysis, presenting further requirements and design options.

## **6 TASK #4: CONSTRUCTION DOCUMENTS & PERMITTING PHASE**

- 6.1 Construction Documents & Permitting Phase. After receipt of County's written approval of Design Development documents, the Consultant shall prepare Construction Documents, consisting of the following written deliverables:
  - 6.1.1 Final Plans and Specifications. On the basis of the accepted Design Development documents and the updated cost estimate, schedule for completion and phasing of the Project, Consultant shall prepare for incorporation in the Contract Documents final plans ("Plans") and Specifications to show in detail all of the materials, equipment and/or work to be furnished and performed by Contractor. Plans and Specifications shall set forth in detail the requirement for construction of all work to be performed or furnished by Contractor.
    - 6.1.1.1 Consultant shall deliver to County final 100% Plans, Specifications and required Calculations and Reports in pdf format.
    - 6.1.1.2 Format of Technical Specifications. Consultant shall prepare final technical specifications in conformance with the most current conventions of the Construction Specification Institute. Consultant shall cooperate with County in coordinating the Plans and technical specifications with County's Divisions 0 and 1 standard specifications. Consultant shall provide work descriptions for inclusion into County's standard specifications and shall provide whatever Division 1 construction contract specifications are necessary for the Project and not supplied in County's standard specifications.
  - 6.1.2 Design Calculations. Consultant shall provide County with all final electrical, mechanical and structural design calculations, organized by specification in pdf format. Consultant shall provide County with a final update on the final design criteria utilized.
- 6.2 Compliance with Codes, Regulations and Requirements. All Plans, Specifications, engineering calculations and reports shall comply with applicable state and federal standards. Consultant shall comply with any other requirements of Authorities Having Jurisdiction over the Project or the Plans and Specifications. Consultant shall comply with the applicable standard of care when preparing Plans and Specifications to comply with all building codes, ordinances, statutes, laws, standards, governmental regulations, and private restrictions applicable to the Services, including, but not limited to, those listed in this Agreement, all environmental, energy conservation, and accessibility requirements, regulations and standards adopted by the Authorities Having Jurisdiction over the Project.

- 6.3 Quality Levels and Quality Control Procedures. The Plans and Specifications must clearly identify and describe all necessary quality levels and quality control procedures such as inspections, tests, submittals or other measures that the Contractor must satisfy, meet or perform. Each specification section must include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that section. Each work-related specification section must also dedicate a subsection to identify and list required Contractor submittals along with testing and inspection requirements. In addition, Consultant shall provide County with a combined listing of all tests, inspections and reports which are required to occur in connection with the Project under the Consultants plans and specifications, and the associated responsibilities therefore to allow for responsible parties to comprehensively plan for these procedures. Such combined listing may be included as a part of the specifications.
- 6.4 Construction Phasing Recommendations. Consultant shall provide, at the beginning of this phase and at 50% completion of this phase, recommendations regarding construction phasing, potential early procurement of materials and equipment or other methods to accelerate construction scheduling if applicable.
- 6.5 Where plans and specifications are submitted to Authorities Having Jurisdiction for review, and comments or corrections are then received, then the same architectural and engineering team (and team personnel) that prepared the submittal shall complete the plans and specifications. If the submittal is incomplete in any manner, then Consultant shall continue working on plans and specifications after the submittal in order to complete it, including completing all Subconsultant services, fully coordinating the plans, and doing a quality control review. The purpose of this subsection is to require Consultant to finish the design, so far as practical, either at the time of the submittal or shortly thereafter, to retain continuity in the design team and their familiarity with the Project. For good cause, Consultant may request relief from this paragraph. County may, but is not required to, conduct a constructability review on the completed plans.
- 6.6 County's Construction Document Design Review. Consultant shall submit to County for County's review and approval the Construction Documents (Plans and Specifications) developed in this Phase at 100% completion concurrently with submittal to the Authority Having Jurisdiction for plan review and permitting. Consultant shall allow County time to review its Construction Documents deliverables in accordance with Exhibit B - Project Schedule including an accessibility review of the documents by the County's CASp reviewer. Consultant shall respond to County comments and incorporate those comments as necessary concurrently with any plan review comments received from the Authority Having Jurisdiction.
- 6.7 Estimate of Construction Cost. Based on the information contained in the Plans and Specifications, Consultant shall submit, at 90% completion of this Phase, a revised opinion and detailed estimate of Project construction costs, with phasing and scheduling recommendations, coordinated with the Schedule. The estimate shall reflect the anticipated value of the low, responsible responsive bid on the construction contract for the project. If the cost estimate based on the final Plans and Specifications exceeds the project budget as reviewed and agreed to in the Schematic Design and subsequent Design Development deliverables submittal, the Consultant shall recommend revisions to said Plans and Specifications that will reduce costs to the budget amount and upon approval of County, shall make such revisions. Alternatively, the County may, at its sole discretion, revise the project budget to reflect the revised estimate of construction cost.
- 6.8 Performance Schedule: Update performance schedule as anticipated/estimated through construction. Coordinate with County as to availability of construction funding and anticipated bidding schedule.

## 7 TASK #5: BIDDING, CONSTRUCTION & CLOSEOUT PHASE

- 7.1 **Bidding & Negotiations:** After receipt of County's written authorization to proceed with the Bidding, Construction & Closeout phase, Consultant shall assist County in administering the bidding and award of the construction contract. This shall include:
- 7.1.1 Assist County with preparation of agenda for the pre-bid conference and other special meetings as requested by County.
  - 7.1.2 Respond to inquiries pertaining to the Plans and Specifications.
  - 7.1.3 Consult with County concerning, and determine the acceptability of, substitute materials and equipment proposed by bidders.
  - 7.1.4 Prepare written addenda as appropriate to interpret, clarify or expand the bidding documents, including allowable substitutions of materials and equipment, in response to bidder requests.
  - 7.1.5 Provide assistance to County in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services, as requested by County.
  - 7.1.6 Prepare a conformed set of plans and specifications integrating any written addenda modifying the construction documents during the bidding process into a coordinated set of plans and specifications for use during construction of the project.
- 7.2 **Where Bids Exceed Budget:** If the lowest responsible, responsive bid received from a Contractor exceeds the latest accepted estimate of construction costs, County may, at their discretion:
- 7.2.1 Award the contract to the lowest responsible, responsive bidder, and give written approval of an increase in County's budget.
  - 7.2.2 Reject all bids and rebid the contract.
  - 7.2.3 If the bid amount is more than 10% greater than the Consultant's latest accepted estimate of construction cost rendered during the Construction Documents Phase, County may require Consultant to revise the scope of work to be performed by the Contractor or its quality, or both, so as to reduce the Project's estimated construction cost for the work to be performed by the Contractor, while still meeting County's Project objectives. Consultant shall at its expense, if so directed by County, modify the Construction Documents in order to reduce the Project's estimated construction costs for the work to be performed by the Contractor within the Project budget for that Contractor's work.
  - 7.2.4 Abandon the Project and terminate this Agreement.
- 7.3 **Construction Administration:** After execution of the construction contract between County and Contractor, the Consultant shall endeavor to protect County against defects and deficiencies in the execution and performance of the work, and shall perform the services below for the benefit of County.
- 7.4 The Consultant shall attend regularly-scheduled construction progress meetings to be held at the construction site on an approximately bi-weekly schedule until construction is complete. The Consultant shall periodically visit the site to monitor the quality and progress of the work and as a



written deliverable, furnish a written field report that documents each. This service shall be limited to the site visits listed below unless construction has been delayed due to Consultant's failure to properly perform its duties and responsibilities. County may request additional work monitoring as additional services. Consultant shall advise County in writing of any observations of defective work, work not in conformance with plans and specifications, and lack of progress of work.

- 7.4.1 Consultant has allocated 23 site visits by Architectural, Laboratory Planning, Mechanical and Electrical design team members through the planned 12 month construction duration.
- 7.4.2 Consultant has allocated 5 individuals to be on-site for punch-list walkthrough.
- 7.4.3 Consultant has allocated an additional 20 site visits by the Civil Engineering Subconsultant for Mechanical, Electrical and Structural observation.
- 7.5 The Consultant shall review Contractor's shop plans, test reports, substitution requests and other submittals for conformance to the requirements of the Contract Documents and approve or reject such documents as appropriate.
- 7.6 Consultant shall as a written deliverable, establish and maintain to the satisfaction of County, a computer database (compatible with the database maintained by County) that shall contain complete and accurate records regarding defective work, work not in conformance with plans and specifications, and lack of progress of work, and shall cross reference such work to the plans and specification sections violated. Consultant shall make such database available to County at all reasonable times and turn over the database to County upon completion or termination of this Agreement.
- 7.7 Consultant shall assist in issuing necessary interpretations, clarifications and replying to other information requests regarding the Contract Documents and in connection therewith assist County with supplemental instructions and change orders as required, with reasonable promptness so as to cause no delay to Contractor or the Project. In no event shall Consultant's response time be longer than the associated time periods established by the Contract Documents.
- 7.8 Consultant shall maintain to the satisfaction of County a computer based system compatible with County's system to record, control and manage the review of submittals and various other construction directives, which shows the interrelationships among and between such documents and requests for changes or claims, and which can be used for coordination of submittal reviews with the Project scheduling requirements, and shall make such system available to County at all reasonable times. (Electronic deliverable.)
- 7.9 The Consultant shall require any subconsultant to provide the Services listed in this section where and as applicable and to visit the Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the Consultant.
- 7.10 Based on Consultant's on-site observations as an experienced and qualified Consultant, Consultant shall review contractor's monthly applications for payment and accompanying data and schedules, and shall assist County in its determination of amounts owing to Contractor and recommend, in writing, payments to Contractor in such amounts. Recommendations of payment by Consultant will constitute a representation to County that: the work has progressed to the point indicated, and that to the best of Consultant's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation).

- 7.11 Consultant shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 7.12 Consultant shall observe work to determine if work or portions of work are substantially complete, and for development of punchlists, and final completion. Consultant shall document its findings in writing. The Consultant shall prepare a written punchlist, and other necessary construction closeout documents. Such work, whenever performed, shall constitute Basic Services.
- 7.13 The Consultant shall prepare and deliver a set of record prints (in pdf format) of Plans, showing “as built” conditions, showing significant changes in the work made during construction, including the locations of utilities, based on marked up prints, plans and other data furnished by the Contractor to County. Consultant shall also prepare an electronic record set showing those changes made during the construction process, based on the marked-up prints, marked-up Technical Specifications, Plans and other data furnished by Contractor to County and then to Consultant. Electronic data shall be generated and supplied in the same format (e.g., Revit, Auto CAD) as original construction documents.
- 7.14 Written deliverables in the construction administration phase shall include, but are not limited to necessary notices, communications, interpretations, clarifications, as required herein, including without limitation:
- 7.14.1 Actions as appropriate on instructions to contractor, information requests, submittals and payment recommendations.
- 7.14.2 Actions as appropriate on changes to the Contract Documents.
- 7.14.3 Certificates of Substantial Completion and Final Completion.
- 7.14.4 Punchlists.
- 7.14.5 Electronic record sets and sets of reproducible record prints of Plans showing changes made during construction.
- 7.14.6 Electronic record sets and sets of prints of Technical Specifications showing changes made during construction.
- 7.15 **Closeout.** During the Project Closeout Phase, Consultant shall, when requested by County:
- 7.15.1 Provide assistance in connection with the refining, adjusting and correcting of any equipment or systems.
- 7.15.2 Assist in start-up, testing and placing in operation special equipment and systems. (For all such equipment and systems, Consultant shall have specified start-up and testing procedures in the Design Documents.)
- 7.15.3 Provide assistance in connection with completion of punchlist work, including but not limited to, preparing the initial comprehensive punchlist and conducting no more than one follow up site visit in addition to other responsibilities under this Agreement.

- 7.15.3.1 The Consultant will punch the project as a single visit per discipline, followed by associated back-punch.
- 7.15.3.2 Additional phasing of punch list activities can be provided as an additional service.
- 7.15.4 Assist County in coordination of training County's staff to operate and maintain equipment and systems as necessary.
- 7.15.5 Assist County in reviewing operation and maintenance data and recommend ongoing preventative maintenance procedures and record keeping for the Project and its systems.
- 7.15.6 Together with County, visit the Project to observe any apparent defects in the completed construction, assist County in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement, correction, or diminished value of defective work.

## **8 CLARIFICATIONS & EXCLUSIONS**

- 8.1 The following clarifications apply to the above Scope of Work:
  - 8.1.1 This project will be delivered from the Consultant's local office in Los Angeles, California.
  - 8.1.2 Plancheck and permitting fees shall be paid for by the County.
  - 8.1.3 Survey and Geotechnical reports shall be provided by the County at the start of schematic design.
  - 8.1.4 Current Hydrant flow test in accordance with NFPA 291 will be provided by County.
  - 8.1.5 Water pressure data available for the irrigation systems will be provided by the County.
  - 8.1.6 Demolition of the existing structure, hazardous materials assessment and abatement are the responsibility of the County.
  - 8.1.7 Consultant will evaluate sustainability and resiliency measures to provide recommendations to the County.
  - 8.1.8 Fire sprinkler and fire alarm design will follow prescriptive code criteria per the applicable California Building and Fire Codes and will be documented as deferred approval items to be submitted by the Contractor.
  - 8.1.9 Delays in the performance schedule due to the inability for the County to provide information or direction will be identified to the County and the Consultants Project Manager who will assess the delay for impacts to the Consultant teams ability to meet the performance schedule. The identified delay may result in a claim to the County for additional services.
  - 8.1.10 Consultant will provide all deliverables, progress documents, and communications in PDF format.
  - 8.1.11 Consultant and key Subconsultant disciplines (Structural, Interior Design, Mechanical, Plumbing and Electrical) will utilize Revit Building Information Modeling (BIM) platform for

design and documentation. Civil and Landscape Subconsultants will produce drawings in CAD, which will be linked to the team's BIM model.

8.2 The following are excluded from the above scope of work:

8.2.1 Wind wake analysis

8.2.2 Commissioning services

8.2.3 LEED and WELL certification

8.2.4 Inspection services

8.2.5 Decommissioning of existing lab space.

8.3 Optional Additional Services listed below may be requested by the County and provided if authorized in writing as an Additional Service as noted in section 9 below.

8.3.1 Design revisions required due to Design Development Value Engineering (VE) outcomes received after the start of the Construction Documents phase.

8.3.1.1 Note: VE may reduce the construction cost by 5-15% without affecting the design intent, time, or quality of the project. To achieve saving beyond that, generally will require a Project Scope Change.

8.3.2 Updated cost estimating (if needed) following a pause of 6 months after completion of Task#4.

8.3.3 Evaluation of substitution requests for reasons other than those agreed to during bidding of the project.

8.3.4 Construction site visits and meetings in excess of the amounts included above.

## **9 ADDITIONAL SERVICES**

All Services identified in the Agreement are ("Basic Services"). County may request Consultant to provide services in addition to Basic Services, referred to hereafter as ("Additional Services"). Additional Services must be authorized by County in writing prior to performance. Consultant shall be compensated for Additional Services as provided herein, unless the parties agree on lump sum compensation for particular work activities.

9.1 Compensation for Additional Services. Consultant shall be compensated for Additional Services as set forth in Exhibit C – Project Budget

9.2 Services. The following services shall be considered Additional Services:

9.2.1 Making revisions in reports, Plans, or other documents, if:

9.2.1.1 Such revisions are not necessary because of a deficiency in Consultant's Services;  
and

- 9.2.1.2 Such revisions are inconsistent with written approvals or instructions previously given by County, or are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or are due to other causes not solely within the control of Consultant.
- 9.2.2 Changes in scope, such as revisions of approved reports or Design Documents. Changes in schedule can be a change in scope only if Consultant has fully performed its scheduling and coordination responsibilities herein required and the changes in schedule are in addition to these responsibilities.
- 9.2.3 Property surveys or field surveys for design purposes, engineering surveys, and staking, if and to the extent not required by other provisions of this Agreement.
- 9.2.4 Preparing to serve or serving on behalf of County as an expert witness (but not as a percipient witness) in connection with any arbitration, administrative or other proceeding or legal proceeding.
- 9.2.5 Services to verify independently the accuracy of geotechnical information, if and to the extent not required by other provisions of this Agreement.
- 9.2.6 Assisting in actual claims resolution efforts when such claims arise from matters unrelated to Consultant's performance.
- 9.2.7 Providing construction phase Services beyond the contract period, but only to the extent the additional duration increases Consultant's Scope of Services (for example, Punchlist and Close Out Services, whenever performed, shall be Basic Services.)
- 9.2.8 Additional Services shall not include work or services necessary because of Consultant's errors, omissions or conflicts of any type in Consultants' Plans and Specifications prepared. All such services shall be performed at no cost to County, including, but not limited to, any required corrections or revisions to reports, plans or specifications that are a result of any errors or omissions by Consultant. Nor shall Additional Services include work performed prior to written notice and written agreement upon the Additional Services.
- 9.2.9 Extra costs resulting from excusable delay provided consultant shows that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Consultant as a direct result of the delay and not otherwise within Consultant's scope of Services, and (iii) are documented to County's satisfaction. (For example, and not by way of limitation, contract punchlist and final inspection Services, whenever performed, and Services related to correcting deficiencies in Consultant's work, shall be within Basic Services and not entitle Consultant to Additional Services.)

**END OF EXHIBIT A**

**EXHIBIT B  
PROJECT SCHEDULE**

**1 Project Completion and Review Schedule.** The work shall be completed by Consultant and reviewed by County within the time frames identified as follows:

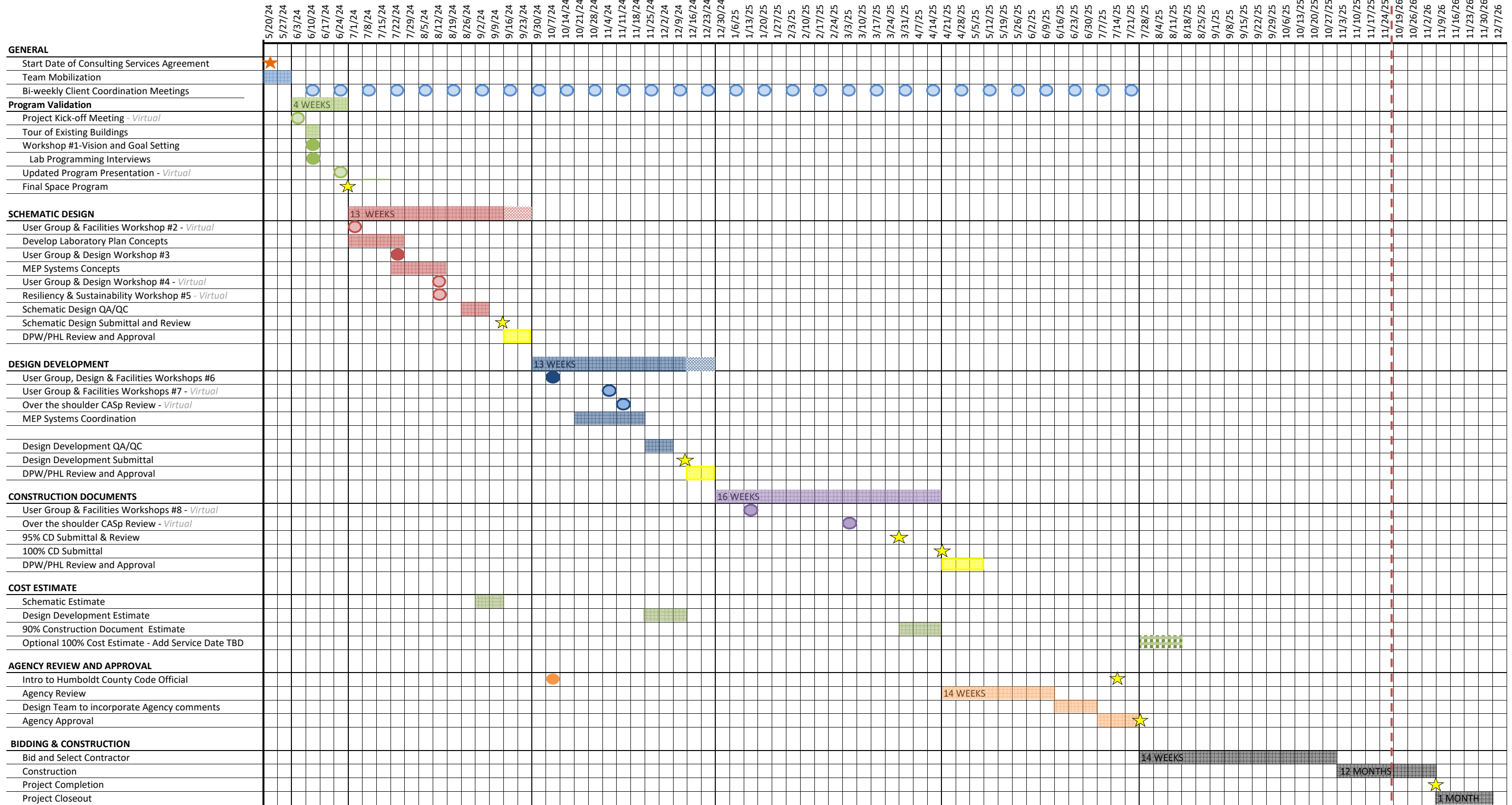
| <u>Tasks</u>  | <u>Time for Completion by Consultant</u>   | <u>Time for Review by County</u>  |
|---|--|---|
| <b>Task #1:</b> Pre-Design Phase                          | (2 weeks startup) + 4 weeks after County issues Consultant written Notice to Proceed based on Award of the Agreement by the Board of Supervisors.  | Review and consensus on Pre-Design work to occur during workshops and concurrently with submittal of Consultant deliverables as described in Exhibit A - Scope of Work.                                   |
| <b>Task #2:</b> Schematic Design Phase                    | 91 Calendar days after County issues Consultant written Notice to Proceed based on approval of the Task #1 Scope of Work.  | 14 Calendar days after County receives Consultant deliverables as described in Exhibit A - Scope of Work.   |
| <b>Task #3:</b> Design Development Phase                  | 91 Calendar days after County issues Consultant written Notice to Proceed based on approval of the Task #2 Scope of Work.  | 14 Calendar days after County receives Consultant deliverables as described in Exhibit A - Scope of Work.   |
| <b>Task #4:</b> Construction Documents & Permitting Phase | 112 Calendar days for Construction Documents<br>98 Calendar days for Permitting.<br>= 210 total Calendar days after County issues Consultant written Notice to Proceed based on approval of the Task #3 Scope of Work. | 21 Calendar days after County receives 100% Construction Document package, concurrent review with AHJ plan review & permitting period. Consultant deliverables as described in Exhibit A - Scope of Work. |
| <b>Task #5:</b> Bidding, Construction & Closeout Phase    | 497 Calendar days after County issues Consultant written Notice to Proceed based on approval of the Task #4 Scope of Work and confirmation of secured construction funding.  | N/A   |

**2 Performance Schedule.** It will be the Consultant’s responsibility to prepare and maintain a performance schedule for the project through the Bidding and Award Phase, which will incorporate all schedule related issues, required for the project including County required Tasks and Project Milestones.

2.1 A preliminary performance schedule outline is attached to this Exhibit B as Attachment 1.

**END OF EXHIBIT B**

- In Person Meeting
- Virtual Meeting
- ★ Deliverable



## EXHIBIT C PROJECT BUDGET

### 1 Basis of Compensation as a Fixed Fee

1.1 Excluding Additional Services only, the fixed fee identified in the Agreement shall be full compensation for all Services required, performed or accepted under this Agreement, and shall include without limitation, costs for Expenses as identified below necessary to perform the Services.

1.1.1 Fees shown below have been calculated including escalation through January of 2027. If the project pauses for longer than 6 months at the end of Task #4 – Construction Documents & Permitting, the Consultant shall have the right to negotiate the remainder of services with an equitable adjustment to account for inflation.

1.2 Progress payments for Services shall be made monthly based upon Consultant’s percentage completion of the Services as determined by County, unless County and Consultant expressly agree otherwise.

### 2 Payment Procedures / Work Breakdown Structure

2.1 The Work will be performed by task with the maximum compensation assigned to each task for Architectural/Engineering Services as follows:

2.1.1 Task #1: Pre-Design Phase:

|                                      |                  |
|--------------------------------------|------------------|
| Completion of Task #1                | <u>\$ 38,595</u> |
| Expenses: Included in Basic Services |                  |

2.1.2 Task #2: Schematic Design Phase:

|                                      |                  |
|--------------------------------------|------------------|
| Completion of Task #2                | <u>\$278,212</u> |
| Expenses: Included in Basic Services |                  |

2.1.3 Task #3: Design Development Phase:

|                                      |                  |
|--------------------------------------|------------------|
| Completion of Task #3                | <u>\$325,832</u> |
| Expenses: Included in Basic Services |                  |

2.1.4 Task #4: Construction Documents & Permitting Phase:

|                                      |                  |
|--------------------------------------|------------------|
| Completion of Task #4                | <u>\$403,010</u> |
| Expenses: Included in Basic Services |                  |

2.1.5 Task #5: Construction Administration & Closeout Phase:

|                                      |                  |
|--------------------------------------|------------------|
| Completion of Task #5                | <u>\$453,830</u> |
| Expenses: Included in Basic Services |                  |

2.2 Basic Services Fee Defined. The total fee for all Basic Services is calculated as follows:

2.2.1 Architectural Services Fee:



Architectural  
Structural  
Mechanical, Electrical, Plumbing  
Cost Estimating  
Civil Engineering  
Landscape Architecture  
Laboratory Planning  
Interior Design  
Fire Protection  
Low Voltage  
Sustainability Analysis

2.2.2 Architectural Services Fee Total: \$1,499,479

2.2.3 Expenses: Included in Basic Services

2.3 All billings and requests for progress payments shall require a written invoice from Consultant in a form acceptable to County. Consultant shall submit all billings with all necessary invoices, deliverables, or other appropriate evidence of performance. County shall make payment on approved amounts within each invoice within 30 days of receipt.

2.4 Expenses. Consultant's expenses are included in the compensation for Basic Services, and include actual out of pocket expenditures made by Consultant and subconsultants on behalf of County in the interest of PROJECT. No additional compensation shall be due for Consultant's expenses.

2.5 Additional Services. County will pay the Consultant for Additional Services as agreed to in a written addendum or amendment ("amendment") to this Agreement executed by County and the Consultant. Payment for all such Additional Services shall be as follows:

2.5.1 General. For Additional Services of Consultant's professional staff engaged directly on the Project, on the basis of a lump sum negotiated between the parties, or, at County's option, at Consultant's Billing Rates plus Reimbursable Expenses Related to Additional Services up to a guaranteed maximum price (GMP).

2.5.2 Subconsultants. For Additional Services of subconsultants employed by Consultant to render Additional Services, the amount billed to Consultant therefore times [1.1] for general and administrative expenses. For Additional Services billed on an hourly basis, Consultant agrees that all subconsultant billing will be limited to a not-to-exceed amount upon prior written approval of County.

2.5.3 Amendments must be negotiated and signed by the Consultant and County prior to commencing work of Additional Services; otherwise, such costs are deemed within Basic Services.

## 2.6 Definitions

2.6.1 "Additional Services" mean services beyond the scope of the Services defined in this Agreement, identified as Additional Services in Exhibit A-Scope of Work.

2.6.2 “Billing Rates” shall be the hourly rates indicated on Exhibit D–Billing Rate Schedule. Where exact Billing Rates are not agreed upon and a multiplier method is used, then Billing Rates shall be calculated on the basis of “Actual Salary” (raw salary excluding all other salary related and/or fringe benefit costs of any type, nature or description), times the agreed multiplier. (Such multiplier shall include overhead, general and administrative expenses, employee fringe benefits, profit, interest on invested capital, readiness to serve, and all other contingencies and other considerations for the work of this Agreement.)

2.6.2.1 Billing rates shown in Exhibit D – Billing Rate Schedule generally include yearly escalation factors. Where the rates do not include these factors, and if additional services are necessary beyond the times indicated in the rate sheets, escalated rates shall be provided prior to execution of any amendments including additional services.

2.6.3 “Reimbursable Expenses Related to Additional Services” shall be limited to the list of reimbursable expenses listed in Exhibit D–Billing Rate Schedule and the specific expenses identified below. All other expenses are not reimbursable and are deemed included in the Billing Rate.

2.6.3.1 Travel Costs. The reasonable expense of travel costs incurred by Consultant when requested by County to travel to a location more than 200 miles from either the Project site, the Consultant’s office(s), or County’s office, incurred performing Additional Services.

2.6.3.2 Delivery Costs. Overnight delivery costs incurred performing Additional Services.

2.6.3.3 Reproduction Costs. Reproduction and postage costs of required plans, specifications, bidding and other documents required under this Agreement, if any, incurred performing Additional Services.

2.6.3.4 Calculation. County shall pay Consultant the actual cost of all Reimbursable Expenses Related to Additional Services times [1.1] for general and administrative expenses, up to the guaranteed maximum reimbursable expense cost (GMREC).

**END OF EXHIBIT C**

**EXHIBIT D**  
**BILLING RATE SCHEDULE**

Billing Rates for HDR Architecture, Inc.



**HDR Architecture, Inc.**  
Los Angeles

Hourly Rate Schedule – Proposal dated 4/18/2024  
Rates below are for 2024 and shall be escalated annually not to exceed 4%

**Architectural**

|                                |          |
|--------------------------------|----------|
| Principal.....                 | \$345.00 |
| Senior Project Manager .....   | \$304.00 |
| Project Manager.....           | \$230.00 |
| Senior Project Architect ..... | \$264.00 |
| Project Architect .....        | \$184.00 |
| Senior Coordinator .....       | \$177.00 |
| Coordinator II .....           | \$135.00 |
| Administrative Assistant ..... | \$130.00 |
| Intern.....                    | \$95.00  |
| Senior Specifications .....    | \$165.00 |
| Specifications .....           | \$137.00 |

**Design**

|                                   |          |
|-----------------------------------|----------|
| Design Principal.....             | \$330.00 |
| Associate Design Principal .....  | \$210.00 |
| Senior Project Designer .....     | \$195.00 |
| Project Designer .....            | \$158.00 |
| Interiors Principal.....          | \$319.00 |
| Senior Interior Designer .....    | \$200.00 |
| Interior Designer .....           | \$125.00 |
| Interior Design Coordinator ..... | \$115.00 |
| Lab Planning Director .....       | \$425.00 |
| Lab Planning Principal .....      | \$328.00 |
| Lab Planner.....                  | \$154.00 |

**Engineering**

|  |          |
|--|----------|
| Principal .....                            | \$300.00 |
| Senior Project Engineer Mech/Plumbing..... | \$254.00 |
| Senior Project Engineer Electrical.....    | \$300.00 |
| Senior Project Engineer Structural.....    | \$220.00 |
| Project Engineer Mech/Plumbing.....        | \$195.00 |
| Project Engineer Structural.....           | \$205.00 |
| Project Engineer Electrical .....          | \$284.00 |
| Engineering Coordinator .....              | \$181.00 |
| Intern.....                                | \$95.00  |
| Senior Sustainability/Energy Modeler ..... | \$275.00 |
| Cybersecurity .....                        | \$350.00 |
| Security Designer .....                    | \$220.00 |

Invoices are due and payable in 30 days after receipt of invoice.

Billing rates for HDR Architecture, Inc.’s subconsultants (continued):



**2024 Rates**

|                        |          |
|------------------------|----------|
| Principal.....         | \$340.00 |
| Principal.....         | \$275.00 |
| Senior Associate ..... | \$245.00 |
| Associate .....        | \$205.00 |
| Senior Consultant..... | \$185.00 |
| Consultant.....        | \$170.00 |

Billing rates subject to escalation at 3.5% per year



**2024 Rates**

| <u>Position Title</u> | <u>Rate</u>      |
|-----------------------|------------------|
| Senior Engineer       | \$115 – 250/hour |
| Project Engineer      | \$75 – 130/hour  |
| Surveyor              | \$85 – 150/hour  |
| Survey Technician     | \$75 – 110/hour  |
| Drafting/ Technical   | \$55 – 95/hour   |
| Designer              | \$75 – 120/hour  |
| Subject Matter Expert | \$90 – 225/hour  |
| Administration        | \$45 – 80/hour   |
| Survey Equipment      | \$300 per day    |
| Materials             | Cost plus 20%    |
| Sub-Consultants       | Cost plus 20%    |
| Mileage               | \$.90/mile       |
| Emergency Rate        | Time and a Half  |

*Billing rates are subject to potential annual merit or inflation raises for personnel. Annual inflation or merit raises will not exceed 10%. Engineers with engineer in training certifications may receive up to a 20% raise if the professional engineer certification for California is attained.*

Billing rates for HDR Architecture, Inc.'s subconsultants (continued):

WILDLING DESIGN STUDIO

**2024**

| Item   | Fee                                       |
|--|---|
| Principal Landscape Architect                                | \$150-185/hr                              |
| Senior QA/QC Landscape Architect                             | \$150/hr                                  |
| Design Team Member   | \$125-150/hr                              |
| Direct Expenses: printing, plotting, graphics, postage, etc. | Billed at cost plus 10%                   |
| Subconsultant Services                                       | Billed at cost plus 10%                   |
| Mileage  | Billed at federally approved mileage rate |

**2025**

| Item   | Fee                                       |
|--|---|
| Principal Landscape Architect                                | \$165-200/hr                              |
| Senior QA/QC Landscape Architect                             | \$165/hr                                  |
| Design Team Member   | \$140-165/hr                              |
| Direct Expenses: printing, plotting, graphics, postage, etc. | Billed at cost plus 10%                   |
| Subconsultant Services                                       | Billed at cost plus 10%                   |
| Mileage  | Billed at federally approved mileage rate |

**2026**

| Item   | Fee                                       |
|--|---|
| Principal Landscape Architect                                | \$200-240/hr                              |
| Senior QA/QC Landscape Architect                             | \$185/hr                                  |
| Design Team Member   | \$155-200/hr                              |
| Direct Expenses: printing, plotting, graphics, postage, etc. | Billed at cost plus 10%                   |
| Subconsultant Services                                       | Billed at cost plus 10%                   |
| Mileage  | Billed at federally approved mileage rate |

**END OF EXHIBIT D**