

timely performance, in accordance with the terms of this Contract.

- D. A-E and subconsultant Contracts, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, a Contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is A-E's responsibility to ensure federal, County, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Contract, cost proposal, and ICR shall be adjusted by A-E and approved by County Contract Administrator to conform to the audit or review recommendations. A-E agrees that individual terms of costs identified in the audit report shall be incorporated into the Contract by this reference if directed by County at its sole discretion. Refusal by A-E to incorporate audit or review recommendations, or to ensure that the federal, County or local governments have access to CPA work papers, will be considered a breach of Contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.
- E. A-E's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the A-E and approved by the County Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the A-E to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by the A-E's independent CPA, IOAI will work with the CPA and/or A-E toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the A-E at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) -the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) -the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require A-E to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the A-E's and/or the independent CPA's revisions.

3. If the A-E fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Contract.
4. A-E may submit to County final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Contract has been completed to the satisfaction of County; and, (3) IOAI has issued its final ICR review letter. The A-E MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Contract and all other Contracts executed between County and the A-E, either as a prime or subconsultant, with the same fiscal period ICR.

7.6 SUBCONTRACTING

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the County and any Subconsultants, and no subcontract shall relieve the A-E of its responsibilities and obligations hereunder. The A-E agrees to be as fully responsible to the County for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the A-E. The A-E's obligation to pay its Subconsultants is an independent obligation from the County's obligation to make payments to the A-E.
- B. The A-E shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the County Contract Administrator, except that which is expressly identified in the A-E's approved Cost Proposal.
- C. Any subcontract entered into as a result of this Contract, shall contain all the provisions stipulated in this entire Contract to be applicable to Subconsultants unless otherwise noted.
- D. A-E shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the A-E by the County.
- E. Any substitution of Subconsultants must be approved in writing by the County Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

A-E or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed A-E on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from A-E or subconsultant to a subconsultant, A-E or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be

separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The County may hold retainage from A-E and shall make prompt and regular incremental acceptances of portions, as determined by the County, of the contract work, and pay retainage to A-E based on these acceptances. The County shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by A-E or subconsultant to a subconsultant.

Method 1: No retainage will be held by the County from progress payments due to A-E. A-E and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the County's prior written approval. Any violation of these provisions shall subject the violating A-E or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to A-E or subconsultant in the event of a dispute involving late payment or nonpayment by A-E, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating A-E or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to A-E or subconsultant in the event of a dispute involving late payment or nonpayment by A-E, deficient subcontract performance, or noncompliance by a subconsultant.

7.7 EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by County's Contract Administrator shall be required before A-E enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or A-E services. A-E shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in A-E's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by County's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this Contract is subject to the following:
 1. A-E shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, A-E may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sales price. If A-E elects to keep the equipment, fair market value shall be determined at A-E's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by County and A-E, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

7.8 STATE PREVAILING WAGE RATES

- A. No A-E or Subconsultant may be awarded a Contract containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Contract, including any subsequent amendments.
- B. The A-E shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Contract are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this Contract by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at County construction sites, at County facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve County projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 1. Each A-E and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the A-E or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the A-E under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by County representatives at all reasonable hours at the principal office of the A-E. The A-E shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the A-E.

- c. The public shall not be given access to certified payroll records by the A-E. The A-E is required to forward any requests for certified payrolls to the County Contract Administrator by both email and regular mail on the business day following receipt of the request.
 3. Each A-E shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by County shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the A-E or Subconsultant performing the work shall not be marked or obliterated.
 5. The A-E shall inform County of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The A-E or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the A-E or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to County, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by County from payments then due. A-E is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the A-E is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the County Contract Administrator.
- F. Penalty
1. The A-E and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the A-E and any Subconsultant shall forfeit to the County a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Contract by the A-E or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the A-E or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the A-E or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the A-E or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the A-E or Subconsultant had knowledge of the obligations under the Labor Code. The A-E is responsible for paying the appropriate rate, including any escalations that take place during the term of the Contract.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the A-E or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime A-E of the project is not liable for the penalties described above unless the prime A-E had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime A-E fails to comply with all of the following requirements:
 - a. The Contract executed between the A-E and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The A-E shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the A-E shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the A-E shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, County shall notify the A-E on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If County determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if County did not retain sufficient money under the Contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the A-E shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by County.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The A-E shall forfeit, as a penalty to the County, twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the A-E or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime Contract or the subcontract exceeds thirty thousand dollars (\$30,000), the A-E and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. A-Es and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, A-E and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Contract work. The A-E is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

7.9 CONFLICT OF INTEREST

- A. During the term of this Contract, the A-E shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this Contract or any ensuing County construction project. The A-E shall also list current clients who may have a financial interest in the outcome of this Contract or any ensuing County construction project which will follow.
- B. A-E certifies that it has disclosed to County any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. A-E agrees to advise County of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. A-E further agrees to complete any statements of economic interest if required by either County ordinance or State law.
- C. The A-E hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.
- D. The A-E hereby certifies that the A-E or subconsultant and any firm affiliated with the A-E or subconsultant that bids on any construction contract or on any Contract to provide construction inspection for any construction project resulting from this Contract, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

7.10 REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The A-E warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right, in its discretion, to terminate this Contract without liability, to pay only for the value of the work actually performed, or to deduct from this Contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

7.11 PROHIBITION OF EXPENDING COUNTY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The A-E certifies, to the best of his or her knowledge and belief, that:
 1. No State, Federal, or County appropriated funds have been paid or will be paid, by or on behalf of the A-E, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this

- Contract, or with the extension, continuation, renewal, amendment, or modification of this Contract.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, the A-E shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The A-E also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

7.12 NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The A-E's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the A-E has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR §8103.
- B. During the performance of this Contract, A-E and its subconsultants shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. A-E and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. A-E and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by County to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Contract by reference and made a part hereof as if set forth in full.
- D. A-E shall permit access by representatives of the Department of Fair Employment and Housing and the County upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or County shall require to ascertain compliance with this clause.
- E. A-E and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Contract.
- F. A-E shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

- G. The A-E, with regard to the work performed under this Contract, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The A-E shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 -Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the A-E shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. A-E, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the County components of the DBE Program Plan, A-E, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

7.13 DEBARMENT AND SUSPENSION CERTIFICATION

- A. The A-E's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the A-E or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to County. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

7.14 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. A-E, subrecipient (County), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The County shows a contract goal for DBEs. A-E

shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

A-E shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is A-E's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies A-E purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.

Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This Contract is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". A-Es who enter into a federally-funded Contract will assist the County in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this Contract is 16%. Participation by DBE A-E or subconsultants shall be in accordance with information contained in [Exhibit 1002: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, A-E must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. A-E can meet the DBE participation goal by either documenting commitments to DBEs to meet the Contract goal, or by documenting adequate good faith efforts to meet the Contract goal. An adequate good faith effort means that the A-E must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If A-E has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

A-E, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. A-E shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the A-E to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;

- (3) Liquidated damages; and/or
- (4) Disqualifying A-E from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

A-E shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless A-E or DBE subconsultant obtains the County's written consent. A-E shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the County. Unless the County's consent is provided, the A-E shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The County authorizes a request to use other forces or sources of materials if A-E shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The County stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the County's bond requirements.
3. Work requires a A-E's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The County determines other documented good cause.

A-E shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise A-E and the County of the reasons why the use of other forces or sources of materials should not occur.

A-E's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from A-E to the DBE regarding the request.
3. Notices from the DBEs to A-E regarding the request.

If a listed DBE is terminated or substituted, A-E must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The County's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization. The County shall request A-E to:

1. Notify the County's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If A-E is a DBE A-E, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify A-E in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify A-E in writing of the certification date. A-E shall submit the notifications to the County. On work completion, A-E shall complete Exhibit 17-O, Disadvantaged Business Enterprises (DBE) Certification Status Change, form and submit the form to the County within 30 days of contract acceptance.

Upon work completion, A-E shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors and submit it to the County within 90 days of contract acceptance. The County will withhold \$10,000 until the form is submitted. The County will release the withhold upon submission of the completed form.

In the County's reports of DBE participation to Caltrans, the County must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the Contract goal if it performs a commercially useful function (CUF) on the Contract. CUF must be evaluated on a Contract by Contract basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. A-E shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or

vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE A-E's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- K. If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify A-E in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify A-E in writing with the date of certification. Any changes should be reported to County's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/A-E shall complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

7.15 INSURANCE

- A. Prior to commencement of the work described herein, A-E shall furnish County a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for A-E with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to County.
 - 2. That County, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this Contract are concerned.
 - 3. That County will not be responsible for any premiums or assessments on the policy.
- C. A-E agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time or times during the term of this Contract, A-E agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the Contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of County. In the event A-E fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

7.16 FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this Contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Contract were executed after that determination was made.

- B. This Contract is valid and enforceable only if sufficient funds are made available to County for the purpose of this Contract. In addition, this Contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or County governing board that may affect the provisions, terms, or funding of this Contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this Contract may be amended to reflect any reduction in funds.
- D. County has the option to terminate the Contract pursuant to Article 7.2 Termination, or by mutual agreement to amend the Contract to reflect any reduction of funds.

7.17 CHANGE IN TERMS

- A. This Contract may be amended or modified only by mutual written agreement of the parties.
- B. A-E shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Contract Administrator.
- C. There shall be no change in A-E's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this Contract without prior written approval by County's Contract Administrator.

7.18 CONTINGENT FEE

A-E warrants, by execution of this Contract that no person or selling agency has been employed, or retained, to solicit or secure this Contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by A-E for the purpose of securing business. For breach or violation of this warranty, County has the right to annul this Contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

7.19 DISPUTES

Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this Contract that is not disposed of by agreement shall be decided by a committee consisting of County's Contract Administrator and OC Public Works Director or his designee, who may consider written or verbal information submitted by A-E.
- B. Not later than thirty (30) calendar days after completion of all work under the Contract, A-E may request review by County Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse A-E from full and timely performance in accordance with the terms of this Contract.

7.20 INSPECTION OF WORK

A-E and any subconsultant shall permit County, the State, and the FHWA if federal participating funds are used in this Contract; to review and inspect the project activities and files at all reasonable times during the performance period of this Contract.

7.21 SAFETY

- A. A-E shall comply with OSHA regulations applicable to A-E regarding necessary safety equipment or procedures. A-E shall comply with safety instructions issued by County Safety Officer and other County representatives. A-E personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, County has determined that such areas are within the limits of the project and are open to public traffic. A-E shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. A-E shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. A-E must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

7.22 OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by A-E under this Contract shall become the property of City, and A-E shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and A-E shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by A-E in performing this Contract which is not A-E's privileged information, as defined by law, or A-E's personnel information, along with all other property belonging exclusively to City which is in A-E's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be a Contract for services and each considers the products and results of the services to be rendered by A-E hereunder to be work made for hire. A-E acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by A-E that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 -Patent Rights under Government Contracts for federal-aid contracts).
- E. County may permit copyrighting reports or other Contract products. If copyrights are permitted; the Contract shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

7.23 CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by County's construction contractor relating to work performed by A-E's personnel, and additional information or assistance from A-E's personnel is required in order to evaluate or defend against such claims; A-E agrees to make its personnel available for consultation with County's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. A-E's personnel that County considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from County. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for A-E's personnel services under this Contract.
- C. Services of A-E's personnel in connection with County's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Contract in order to resolve the construction claims.

7.24 CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to County's operations, which are designated confidential by County and made available to A-E in order to carry out this Contract, shall be protected by A-E from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by County relating to the Contract, shall not authorize A-E to further disclose such information, or disseminate the same on any other occasion.
- C. A-E shall not comment publicly to the press or any other media regarding the Contract or County's actions on the same, except to County's staff, A-E's own personnel involved in the performance of this Contract, at public hearings, or in response to questions from a Legislative committee.
- D. A-E shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Contract without prior review of the contents thereof by County, and receipt of County's written permission.
- E. All information related to the construction estimate is confidential and shall not be disclosed by A-E to any entity, other than County, Caltrans, and/or FHWA. All of the materials prepared or assembled by A-E pursuant to performance of this Contract are confidential and A-E agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If A-E or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from A-E for any damages caused by A-E releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

7.25 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, A-E hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against A-E within the immediately preceding two-year period, because of A-E's failure to comply with an order of a federal court that orders A-E to comply with an order of the National Labor Relations Board.

7.26 EVALUATION OF CONSULTANT

A-E's performance will be evaluated by County. A copy of the evaluation will be sent to A-E for comments. The evaluation together with the comments shall be retained as part of the Contract record.

7.27 PROMPT PAYMENT FROM THE COUNTY TO A-E

The County shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from A-E on a professional service contract. If the County fails to pay promptly, the County shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the County shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the County as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to A-E as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

County of Orange, OC Public Works
Dokken Engineering

MA-080-23010812

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

DOKKEN ENGINEERING
a California Corporation,

Date: 2/22/2023

By: John Klemunes
Signature

John Klemunes, President
Print Name & Title

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

Date: 2/22/2023

By: Cathy Chan, Secretary
Signature

Cathy Chan, Secretary
Print Name & Title

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

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

Date: _____

By: _____

Print
Name: _____

Title: _____

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

By: William Mink

Print Name: William Mink

2/22/2023

**-ATTACHMENT A
SCOPE OF WORK****I. BACKGROUND**

- A. County is seeking to replace Trabuco Canyon Road Bridge (Bridge No. 55C-0008) spanning over Trabuco Creek Channel and make improvements to Trabuco Creek Road, from the intersection of Trabuco Canyon Road and Trabuco Creek Road to the entrance of Cleveland National Forest (Project), approximately 2.8 miles (Exhibit 1 – Location Map).
- B. PROJECT BACKGROUND: The County constructed Trabuco Canyon Road Bridge spanning over Trabuco Creek Channel in 1980. It is located approximately 1.4 miles north of Santa Margarita Parkway in Trabuco Canyon, Orange County, CA. In May 2019, California Department of Transportation, Structural Maintenance & Investigations completed their Bridge Inspection Report (Exhibit 2 – Bridge Inspection Report). The Inspections Report provided a Sufficiency Rating of 72.1 and identified numerous items for repair.

Trabuco Creek Road is a dirt roadway that has been in use since the early decades of the 20th century. The roadway spans several privately-owned parcels and does not meet current County standards for roads. In 2011, the County obtained a prescriptive easement to adopt the public road as part of the County Road System and maintain the roadway. The adoption came with various issues, primarily related to drainage and roadway stabilization.

The Project site is surrounded by the Cleveland National Forest, and a mix of public and private properties. Additionally, the area surrounding the Project site includes land uses of open space, residential development, and public facilities.

- C. EXISTING CONDITIONS: Trabuco Canyon Road Bridge spanning over Trabuco Creek Channel is a 6-span rectangular box culvert that was built in 1980. The existing bridge is approximately 24-ft wide and 71-ft long located within the creek bed. During storm events, water velocity reaches a magnitude sufficient to move 150-pound boulders and has eroded three inches of the bridge's concrete cover. The reinforcement of the invert slab is exposed to the elements and corroded. Further, the existing four-foot deep, ¼ ton riprap on the downstream side of the structure has completely eroded in multiple locations. These conditions make the bridge unstable and unsafe for passage during storm events, ultimately forcing the closure of Trabuco Canyon Road during these rain events.

Trabuco Creek Road is situated on a lower profile having no established crown. This lack of drainage causes significant issues along the road leading to potholes, ruts, and mudded areas, resulting in overall instability. At times, the road becomes unpassable and cannot be used during the wet season. During dry periods, the road is prone to fugitive dust, to speeding, especially from off-road vehicles for recreational purposes contributing to the rugged state of the road. In addition, the low-water concrete crossing (roughly 1.2-miles upstream along Trabuco Canyon Road) through Trabuco Creek Channel shows fatigue cracking so therefore may need replacement.

- D. GOALS & OBJECTIVES: The proposed goal is to deliver these projects in two phases:
- a. Phase 1 (Trabuco Canyon Bridge Replacement): The bridge replacement project will provide a long-term solution to overtopping water flows during storm events. Furthermore, replacing the existing Trabuco Canyon Road Bridge (Bridge No. 55C-0008) will help provide safe public access to the recreational opportunities in Cleveland National Forest, improve access to the properties along the connecting roads, support fish migration upstream, and allow safer access for the

Orange County Fire Authority to perform rescue, firefighting, and fire suppression activities in the area.

- b. Phase 2 (Trabuco Creek Roadway Improvements): The roadway improvements along Trabuco Creek Road will provide a long-term solution to address drainage and stabilization, while reducing fugitive dust and address the crossing through Trabuco Creek Channel. Stabilization of the road and providing a crossing through Trabuco Creek Channel will facilitate ease of access for the emergency services to the Cleveland National Forest and to properties along the road. Lastly, providing proper drainage will extend the life of the selected pavement section and controlling fugitive dust will address air quality concerns.

II. PREMISE

A. The general project description consists of:

- a. Reconstruct Trabuco Canyon Bridge (Bridge No. 55C-0008) spanning over Trabuco Creek Channel in order to accommodate a 100-year storm event.
- b. Integrate fish ladder migration with the Trabuco Canyon Bridge, Phase 1.
- c. Reconstructing Trabuco Creek Road in order to address slope and drainage issues with an environmentally friendly material.
- d. Rehabilitate a low water crossing to accommodate a 100-year storm event.
- e. Ancillary facilities include but are not limited to; utilities removal/relocation, structural retaining walls, water quality BMP's, drainage conveyance work, fencing, very minor landscaping, hardscape, irrigation, handicapped access, and signage.

B. The Project must include, but not limited to:

- a. Reviewing all prior reports and documents (e.g. draft Environmental Documents and preliminary Engineering Reports) for both the Project.
- b. Develop a cost-to-benefit analysis and life-cycle cost for the alternatives. The consultant will confirm standard and industry-recognized manufacturers and replacement components in the design documents. Items to be considered shall include, but not be limited to, product reliability and performance, manufacturer's years of service, equipment costs, warranties, guarantees, delivery schedule, etc.
- c. Present the conceptual designs to both internal and external stakeholders to identify their concerns throughout preliminary design development (including but not limited to adjacent property owners, adjacent businesses, and regulatory agencies).
- d. Create a comment response matrix to identify stakeholder concerns.
- e. If required, amend the Environmental documents based on the impacts related to the final design.
- f. Finalize design drawings and specifications for the recommended mitigation approach.
- g. Provide outreach support and present the final design to the public.
- h. Provide design support during the construction phase.
- i. Prepare as-built plans based on the Contractor and OCPW redlines.

C. ADDITIONAL REQUIREMENTS

- a. Examine the proposed project's environmental effects.
- b. Identify best management practices (BMPs).
- c. Develop Right of Way document and Construction Easement document needs required for the Project.
- d. Develop a Water Quality Management Plan (WQMP) for the Project.
- e. Develop Operations & Maintenance Plans for Phase 1 and Phase 2.

III. CONTRACT TASK ORDER

- A. OCPW will issue two (s) separate task orders.
- a. Phase 1 – Trabuco Canyon Bridge Replacement
 - b. Phase 2 – Trabuco Creek Roadway Improvements
- B. The A-E shall be assigned work via a task order by OCPW which shall subsequently be referred to as the “Contract Task Order” (“CTO”). A CTO for each task shall be developed by the A-E in conjunction with OCPW Project Management staff. The OCPW Project Manager shall manage all A-E’s work including monitoring the CTO work schedule, quality of deliverables, review of invoiced amounts, adherence to set budget, and internal review of submittal packages. The A-E shall follow all requirements as outlined in the CTO and this general Scope of Work.
- C. The CTO shall include a detailed Scope Statement, describing tasks to be performed with a specific list of deliverables for each task, schedule of work, and cost to complete the work. The CTO proposal shall allow enough time for meetings with County Management staff to review the work progress, provide technical and policy direction, resolve issues and ensure adherence to the schedule. Once both Parties agree with the CTO proposal, the OCPW Project Manager shall provide the A-E with a Notice to Proceed (“NTP”) to begin work. The A-E shall submit all plans, reports, and other documents produced under the CTO to the assigned OCPW Project Manager within the timeframe and cost indicated in the CTO or as revised by the A-E and prior written approval by OCPW Project Management. The A-E shall perform no work unless issued a CTO and NTP by OCPW Project Manager.
- D. The A-E shall include a contingency in each CTO Proposal for unforeseen issues that would require additional work necessary to complete the CTO. This may include, but is not limited to: preparation of additional exhibits, additional meetings to review and address comments, additional memorandums to support the findings, increased project schedule times, re-design due to updates to design requirements and/or environmental requirements, etc. Utilization of the contingency shall be provided on an as-needed basis and must have prior written authorization by OCPW.

IV. SCOPE OF SERVICES

- A. These services may be utilized by OCPW, on an as-needed basis, for the following job categories to complete the Project. The proposed Project schedule is further defined as follows and is to be considered for development of CTOs:

a. Phase 1 (Trabuco Canyon Bridge replacement):

1. Preliminary Design:
 - ❖ Orange County Public Works Alternatives Workshop & Selection of the Preliminary Design Alternative – December 2022
 - ❖ Design Seminar & Selection of the Design Alternative – January 2023
 - ❖ Completion of 35% PS&E – February 2023
2. Final Design:
 - ❖ Right-of-Way Acquisitions & Environmental Documentation – May 2023
 - ❖ Finalization of Design – October 2023
 - ❖ Construction Contract Award – January 2024
 - ❖ Issue Construction Notice-to-Proceed – February 2024
3. Construction Support
 - ❖ Construction Support
 - ❖ Prepare As-Built/Record Drawings

b. Phase 2 (Trabuco Creek Roadway Improvements):1. Preliminary Design:

- ❖ Orange County Public Works Alternatives Workshop & Selection of the Preliminary Design Alternative – February 2023
- ❖ Design Seminar & Selection of the Design Alternative – March 2023
- ❖ Completion of 35% PS&E – April 2023

2. Final Design:

- ❖ Right-of-Way Acquisitions & Environmental Documentation – April 2024
- ❖ Finalization of Design – October 2024
- ❖ Construction Contract Award – January 2025
- ❖ Issue Construction Notice-to-Proceed – February 2025

3. Construction Support

- ❖ Construction Support
- ❖ Prepare As-Built/Record Drawings

V. BASIC SERVICES AND RESPONSIBILITIES**A. Manner of Performance**

- a. The role and responsibility of the A-E will be to serve as the Project's Engineer-of-Record and provide services for the investigation, design, documentation, construction support, and alteration of the Project. This scope of work provides policy information, requirements, direction, and guidance for the preparation of CTO deliverables and sets forth expectations for the delivery of services, preparations of the Project construction documents, specifications, design services, cost estimates, and related work to be performed OCPW.
- b. The requirements of the Project are designed to support proper operations and maintenance of the facility, as well as meet regulatory permit requirements once construction is complete. It is the policy of OCPW to construct facilities that are functionally adequate, efficient, and which represent an economic balance between initial cost and cost of maintenance and operation. The completed Project shall be determined by its function and requirements. For these reasons, CTO proposals submitted to OCPW Project Management must fully address and incorporate the policies and instructions contained herein. In the event that the A-E determines that a County guideline is not applicable to a particular CTO, the A-E must submit a written request to deviate from the guidelines. OCPW Project Management and appropriate department personnel will review and provide a written response to the request. The A-E shall not submit designs which would necessitate variances from codes and ordinances regulating construction in Orange County.
- c. Documents prepared for the Project must provide clear, concise, and precise information for Project stakeholders and contractors. The A-E is expected to make certain that the material is understandable to the intended audience. The A-E will be required to perform, at their own expense, such redesign or revision of reports, plans, specifications, cost estimates, or other deliverables furnished under the contract if OCPW determines that such revision is necessary to correct errors or deficiencies for which the A-E is responsible.
- d. The A-E shall serve as lead of a design team that may include other professionals working together to ensure that the final design is carried through to the finished product, with no alterations in materials or design that would lead to operations and

maintenance or safety issues or compromise the quality of the facility. The County of Orange is required to select A-E firms based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. For these reasons, consistency in the A-E's design team is expected from preliminary design through to construction completion. The A-E shall appoint a qualified person as Project Engineer and/or Project Manager to coordinate the project from start to finish. It is expected that a principal of the firm will be kept fully advised of the project progress by the Project Engineer or Project Manager. Substitution or addition of A-E's key personnel, as defined in Attachment C – Staffing Plan of the Contract, shall be allowed only with prior written approval of the OCPW Project Manager.

B. Duties and Responsibilities - General

The following services shall be included for each CTO, as applicable, and summarized in the Scope Statement:

a. Project Management & Coordination

1. The A-E shall arrange, attend, and conduct weekly project meetings with the OCPW Project Manager and other Project stakeholders (as needed) to discuss project status, technical issues, schedules, and/or other details of the Project applicable to the CTO Scope Statement. The A-E shall provide a monthly master design schedule update that is inclusive of all CTOs. The A-E shall prepare and distribute the meeting agenda and minutes for each of the project meetings. The agenda shall be submitted to the attendees of the meeting at least one (1) working day prior to each meeting, while the minutes of each meeting shall be provided within five (5) working days following each meeting. Also, at the request of OCPW, the A-E shall attend other meetings (off- or on-site) and/or presentations as needed to complete the terms of CTO. The task assumes that at a minimum, the A-E Project Manager will be made available to attend these occurrences with the appropriate staff.
2. In addition to weekly project meetings, on-going informal communications, coordination, and administration, the following meetings, at a minimum, are expected during Preliminary & Final Design and are further expanded upon in Paragraph V.C Duties and Responsibilities – By Job Category:

a. Preliminary Design Meetings:

- i. *Kick-off Meeting* – The primary purpose of this meeting is to discuss Project expectations and any additional data the A-E needs to begin the first CTO.
- ii. *OCPW Alternatives Workshop(s)* – The primary purpose of this meeting(s) is to review the design alternatives with OCPW key staff, such as Engineering, Operations & Maintenance, Regulatory Permits, Environmental Resources, Planning, etc., to support selecting the Preliminary Design Alternative.
- iii. *Design Seminar* – The primary purpose of this meeting is to present the Recommended Design Alternative to OCPW executive management and key staff for approval in order to proceed in completing the 35% Design Milestone documents.

b. Final Design Meetings:

- i. *Final Design Presentation* – The primary purpose of this meeting is to present the Final Design to OCPW executive management and key staff prior to final plan approval.

- ii. *Stakeholders Pre-Construction Meeting* – The primary purpose of this this meeting is to present to stakeholders the Final Design and construction expectations to obtain feedback from community members, property owners, and regulatory entities. This meeting will be jointly conducted by the Engineer of Record and Contractor.

LIST V.B.A PROJECT MANAGEMENT & COORDINATION – ANTICIPATED DELIVERABLES:

- Monthly Master Design Schedule Updates
- Meeting Agendas and Minutes
- Design Schedule Updates
- Public Outreach
- OCPW Alternatives Workshop Presentation(s)
- Design Seminar Presentation
- Final Design Presentation
- Final Public Outreach
- Stakeholders Pre-Construction Meeting(s)

b. *Data Collection & Literature Review*

1. The A-E shall review all still-valid work and/or information prepared for the Project, including studies, geotechnical reports, structural reports, as-built plans, design memorandums, CAD design files, environmental reports, etc. that is applicable to the CTO Scope Statement. CTO Scope Statements should build upon and utilize, but not duplicate, still-valid work and/or information previously prepared for the Project. Below is a list of the reports and/or studies that are available and will be provided to the A-E:

- a. Trabuco Creek Road Material Report 2008
- b. Trabuco Creek Road 2011 CEQA IS/MND
- c. Trabuco Creek Road Stabilization Project Programming Report, August 2018
- d. Caltrans Bridge Inspection Report, May 2019
- e. Trabuco Canyon Bridge (55C-0008) Replacement Project Programming Report, January 2022
- f. Trabuco Creek Hydrology Information
- g. Utility Drawing/Exhibits/Maps
- h. Foothill Trabuco Specific Plan (FTSP)
- i. Record Drawings for Trabuco Canyon Road Bridge
- j. Trabuco Bridge Alternatives Memo
- k. Lower San Juan Creek and Trabuco Creek Invert Stabilization Master Plan, January 2020
- l. Draft plans for Trabuco Creek Road Arizona Crossing

Relevancy of previously completed works shall be summarized in the Design Documentation Report further described below.

c. *Design Documentation Report*

1. The Engineer of Record shall prepare a Design Documentation Report, inclusive of all CTOs, for the Project. Each CTO Scope Statement shall include incorporation of the CTO deliverables into the Design Documentation Report. The report shall discuss and/or identify, but is not limited to, the following:

- a. History and/or background relevant to the Project;
 - b. Existing conditions of the facility and/or features within the project limits;
 - c. Design alternatives;
 - d. Appropriate design standards, regulations, and codes utilized;
 - e. Agreements, permits, and approvals required;
 - f. Community and/or public outreach requirements;
 - g. Environmental constraints;
 - h. Survey data utilized;
 - i. Technical discussions and assessments, including but not limited to:
 - i. Hydraulic Analysis
 - ii. Geotechnical/Hydrogeological Analysis
 - iii. Structural Analysis
 - j. Construction impacts, methods, and phasing considerations,
 - k. Right-of-way and/or easements constraints;
 - l. Utility investigations and constraints;
 - m. Lifecycle cost and cost-benefit analysis;
 - n. Additional studies/site investigations required (only for interim DDR updates);
 - o. All current design assumptions, criteria, and recommendations based on the limitations and constraints of the Project.
2. The Preliminary Design Documentation Report shall support the Selected Design Alternative presented in the 35% Plans, Specifications, and Estimate. The A-E shall provide a draft report to the County for review and comment with each PS&E milestone deliverable, further defined in Paragraph V.C.9.

LIST V.B.C DESIGN DOCUMENTATION REPORT – ANTICIPATED DELIVERABLES:

- Trabuco Canyon Road Bridge (Bridge No. 55C-0008):
 - Preliminary Design Documentation Report
 - 65% Design Documentation Report
 - 95% Design Documentation Report
 - Final Design Documentation Report
- Trabuco Creek Road:
 - Preliminary Design Documentation Report
 - 65% Design Documentation Report
 - 95% Design Documentation Report
 - Final Design Documentation Report

C. Duties and Responsibilities – By Job Category

The A-E shall be responsible for identifying all duties and responsibilities to complete the Project goals and objectives including, but not limited to, the below Job Categories as applicable to the requested CTO from OCPW Project Management and shall be summarized in the Scope Statement prepared by the A-E:

- a. Alternatives Analysis
 1. The A-E shall develop and evaluate at a minimum of three (3) alternatives for improving the facilities to accommodate the Project goals and objectives.
 2. The Preliminary Design Alternative will be established following completion of technical studies and investigations necessary for the Preliminary Design

Documentation Report. The Final Design Alternative will be established following completion of the Design Seminar. Modifications to accommodate feedback that do not compromise the Project's goals and objectives will be considered and any additional technical studies or investigations needed should be summarized in the Preliminary Design Documentation Report and included in subsequent CTO Scope Statements.

b. Hydraulic Analysis

1. The A-E shall review the Hydrology, Hydraulics, and Sediment Transport Evaluation report by West Consultants, Inc. dated June 2021 and San Juan Creek Watershed Hydrology Study by Pacific Advanced Civil Engineers, Inc. dated March 2008. If the A-E believes there is missing or outdated information contained in the reports, the A-E shall discuss with OCPW and develop a plan to address the items of concern. The A-E shall perform an independent hydraulic analysis, including sediment transport and scour analyses, to not only verify and validate the design meets OCFCD design criteria, but also to further develop the necessary design elements for each alternative to be able to complete a lifecycle analysis. The modeling approach shall be discussed and presented to OCPW prior to beginning work. The A-E shall establish the existing site conditions and the proposed alternatives site conditions. The A-E will then utilize that information to develop a hydraulic model of the project area (the study area shall extend sufficiently beyond the project area) using HEC-RAS. The peak discharges as well as intermediate discharges (2, 5, 10, 25-year) should be considered which shall be based on the information stated within the Hydrology Report for the project area and the Orange County Hydrology Manual.
2. The A-E shall present the initial, intermediate, and final findings of the hydraulic analysis to OCPW during the weekly Project meetings. The A-E shall present the findings and results of the hydraulic analysis at the Design Seminar and Final Design Presentation.

c. LOMR/CLOMR

1. A-E shall be required to prepare a floodplain study for any type of FEMA map change such as a Letter of Map Revision (LOMR) or Conditional Letter of Map Revision (CLOMR) for the Trabuco Creek Channel facility. The A-E shall present the results of the LOMR/CLOMR package including completion of MT-2 form and all supporting documentation based on the latest FEMA requirements.

d. Geotechnical Analysis

1. The A-E shall review the prior geotechnical report(s). If the A-E believes there is missing or outdated information contained in the reports, the A-E shall discuss with OCPW and develop a plan to address the items of concern. The A-E shall have the ability to perform any additional geotechnical and hydrogeological site investigations necessary to evaluate the various alternatives for scour protection and seismic stability of all project elements including, but not limited to, levee structures, embankments, abutments and foundations, as well as applicability and performance of post-construction BMPs. The A-E shall consider a risk-based approach and perform a Geotechnical analysis in accordance to with the following:

- a. Orange County Highway Design Manual;

- b. Caltrans Highway Design Manual (provisions not addressed in Orange County Highway Design Manual);
- c. California Manual on Uniform Traffic Control Devices (CA MUTCD);
- d. AASHTO LRFD Bridge Design Specifications, as modified by Caltrans;
- e. Caltrans Seismic Design Criteria;
- f. Caltrans Foundation Manual;
- g. Caltrans Geotechnical Manual;
- h. Caltrans Bridge Design and Seismic Manuals;
- i. Caltrans Bridge and Structure Construction Manuals;
- j. Orange County/OC Public Works Standard Plans (bridge typical section & roadway items);
- k. Caltrans Standard Plans;
- l. Caltrans Standard Specifications;
- m. APWA Standard Specifications for Public Works Construction, "Greenbook."

The A-E shall present the findings and results of the geotechnical analysis at the Design Seminar and Final Design Presentation.

e. Utilities

1. The implementation of the Project may require the need to coordinate existing utilities including, but not limited to, local drainage systems, gas, sewer, electric, communication, irrigation and water lines. The A-E shall identify all potential utility conflicts and avoid unnecessary utility impacts during the design development phase of the Project. In addition, the A-E shall make any necessary modifications to the design, plans and specifications if additional utility conflicts are discovered at any point in the design where the utility owner has prior rights. In situations where the County and/or OCFCD have prior rights, the A-E shall support OCPW's Utilities Section and Project Management in the resolution of the conflict and make any necessary changes to the design to accommodate the solution. The A-E shall not design improvements that substantially increase the cost of the project to accommodate a utility that does not have prior rights.
2. The A-E shall review record drawings and utility maps provided by the utility owners and check for any missing or outdated information. Responsive companies that may have facilities within the Project area include, but are not limited to, the following:

UTILITY COMPANY
Sana Ana Mountains Company Water District
COX Communications
Southern California Edison - Distribution
Trabuco Canyon Water District

3. The A-E is responsible for conducting utility research, identifying, and addressing all utility conflicts. During design development, OCPW will be the primary point-of-contact with the utility companies and will coordinate the utility requests for information and notifications. If OCPW is unable to provide utility coordination and/or locating services, the A-E shall make staffing available to coordinate and locate existing utilities, if needed. The A-

E shall develop and maintain an updated and comprehensive utilities disposition matrix and composite map that tracks/displays utility location and information.

4. If additional information, such as record drawings, GPR, or potholing is necessary, the A-E shall request this information from OCPW with an exhibit showing the utility, area of investigation, and project design element in conflict. Alternatively, the A-E may be requested to perform the locating services as part of a CTO. The A-E shall summarize all findings and additional investigation needs in the Preliminary Design Documentation Report and provide resolutions for all utility conflicts with the 65% PS&E milestone as defined below:

LIST V.B.E UTILITIES – ANTICIPATED DELIVERABLES:

- Utilities Base Map
- Utilities Disposition Matrix

f. Right-of-Way

1. The A-E shall review the topographic and boundary survey and identify all right-of-way needs for each alternative, including but not limited to, encroachment permits, easements, rights-of-entry, and/or right-of-way required. OCPW will be the primary point-of-contact with the property owners and will coordinate agreements and acquisitions with the support of the A-E.
2. The A-E shall summarize all right-of-way needs in the Preliminary Design Documentation Report.

g. Regulatory Permits and Agreements

1. The Project shall comply with the requirements of all federal, state, and local laws. Depending on the Preferred Design Alternative, the following table provides a summary of potential project stakeholders that will be coordinated with by OCPW. OCPW will be the primary point-of-contact with all Project stakeholders and regulatory entities. The A-E shall support OCPW negotiations with stakeholders of Project conditions, constraints, and minimization and mitigation measures that will need to be abided by for design and construction of the Project.

AGENCY	PROJECT NEXUS
US Army Corps of Engineers	Section 404 Permit
State of California - Santa Ana Regional Water Quality Control Board	401 Permit
California Department of Fish and Wildlife	Lake and Streambed Alteration Program
United States Forest Services	Right-of-Way Needs
Various Parcels	Right-of-Way Needs

2. The A-E shall include stakeholder considerations in the Alternatives Analysis and all coordination shall be summarized in the Preliminary Design Documentation Report. In addition to supporting memorandums, coordination meetings, and exhibits, the A-E shall prepare the following:
 - a. Water Quality Management Plan (WQMP) – Contingent upon the amount impervious surface created and completed WQMP Applicability Checklist, the A-E shall develop a WQMP for the project. Should a WQMP for the Project be required, it shall be in accordance with Orange County NPDES MS4 Permit from the San Diego Regional Water Quality Control Board. The WQMP shall adhere to and satisfy all the requirements stated within the MS4 Permit including the incorporation of Low Impact Development (LID) Best Management Practices (BMPs) in the Preliminary Design Alternative.

LIST V.B.G.2.A WATER QUALITY MANAGEMENT PLAN – ANTICIPATED DELIVERABLES:

- Phase 1 - Trabuco Canyon Bridge Replacement
 - WQMP Applicability Checklist
 - Preliminary WQMP
 - 65% WQMP
 - 95% WQMP
 - Final WQMP
- Phase 2 - Trabuco Creek Road Improvements:
 - WQMP Applicability Checklist
 - Preliminary WQMP
 - 65% WQMP
 - 95% WQMP
 - Final WQMP

3. Erosion and Sediment Control Plan (ESCP) / Stormwater Pollution Prevention Plans (SWPPP) – In accordance with Orange County NPDES MS4 Permit from the San Diego Regional Water Quality Control Board, all construction projects are required to develop and implement an ESCP. Contingent upon the amount of soil disturbed (1 acre or greater), coverage under the Statewide Construction General Permit (CGP) and a Stormwater Pollution Prevention Plan (SWPPP) may be required. The A-E shall develop an ESCP, or SWPPP if required, for the project. The ESCP or SWPPP, shall adhere to and satisfy all the requirements stated within the MS4 Permit including the incorporation of Best Management Practices (BMPs) to prevent discharge of pollutants to the MS4.

LIST V.B.G.3 EROSION AND SEDIMENT CONTROL PLAN – ANTICIPATED DELIVERABLES:

- Erosion and Sediment Control Plan
- Stormwater Pollution Prevention Plan in lieu of ESCP (if required)

4. Habitat Mitigation & Monitoring Plan

- a. The A-E shall review the biological and mitigation design report(s) and update the biological assessment to document baseline conditions. The A-E shall also update the jurisdictional delineation and conduct a California Rapid Assessment Method (CRAM) analysis of the project site to develop conceptual habitat mitigation plans for each alternative for inclusion in the lifecycle cost to benefit analysis. The A-E shall provide CRAM certifications for key personnel. The conceptual habitat mitigation plans must include existing and proposed functions, values, and uses of the mitigation areas, which can be aided through the use of the USACE Mitigation Ratio Setting Checklist, which is available at the following link:

<https://www.spl.usace.army.mil/Missions/Regulatory/Mitigation/>

- b. The A-E shall have key personnel with Section 10(a) Permits to conduct endangered species surveys in the Project area. Additionally, the A-E shall have an experienced geomorphologist with river restoration experience. The A-E shall develop a Habitat Mitigation & Monitoring Plan to be submitted with regulatory permits by the County for the Selected Design Alternative. The A-E shall provide a draft report to the County for review and comment.

**LIST V.B.G.4 HABITAT MITIGATION & MONITORING PLAN –
ANTICIPATED DELIVERABLES:**

- Biological Assessment
- Jurisdictional Delineation
- Conceptual Habitat Mitigation Plan for each alternative
- DRAFT Habitat Mitigation & Monitoring Plan for the Preliminary Design Alternative
- FINAL Habitat Mitigation & Monitoring Plan for the Selected Design Alternative

h. Environmental Documentation

1. The A-E shall determine the appropriate CEQA determination for the Selected Design Alternative. A-E shall obtain and review all environmental documents related to this development. The A-E shall coordinate with OCPW to identify if any additional environmental review and/or special studies associated with the Preliminary Design Alternative will be required and shall summarize these needs in the Design Documentation Report.
2. Following the Design Seminar and in accordance with CEQA Guidelines Section 15162 and the County of Orange 2020 Local CEQA Procedures Manual, the A-E shall perform any required additional environmental reviews and documentation for the Selected Design Alternative, including any special environmental studies including but not limited to, air quality and cultural assessments.

i. Constructability & Operability Review

1. The A-E shall conduct a constructability and operability review meetings with OC Construction Management and OC Operations & Maintenance to discuss potential construction means and methods for implementing each alternative and post-construction operability to be included in the lifecycle analysis.

Preliminary construction means and methods, staging plans, detour plans, and construction schedule shall be summarized Design Documentation Report.

2. The A-E shall develop an Operations & Maintenance (O&M) Manual for the Project. The O&M Manual shall include, but is not limited to, a background/summary Project information, roles and responsibilities related to O&M of the flood control facility, qualifications for maintenance personnel, flood operation procedures, routine O&M activities and procedures, corrective maintenance activities and procedures, and documentation requirements.

**LIST V.B.I CONSTRUCTABILITY & OPERABILITY REVIEW–
ANTICIPATED DELIVERABLES:**

- Phase 1 - Trabuco Canyon Bridge Replacement
 - Preliminary Operations & Maintenance Manual
 - 65% Operations & Maintenance Manual
 - 95% Operations & Maintenance Manual
 - Final Operations & Maintenance Manual
- Phase 2 - Trabuco Creek Road Improvements:
 - Preliminary Operations & Maintenance Manual
 - 65% Operations & Maintenance Manual
 - 95% Operations & Maintenance Manual
 - Final Operations & Maintenance Manual

j. Preparation of the Plans, Specifications, and Estimate (PS&E)

1. In compliance with the appropriate design criteria, standards, regulations and codes, the A-E shall be responsible for the design and development, including sub-consultant design services, of a PS&E package for the Selected Design Alternative, which includes, but is not limited to, the following:
 - a. Phase 1 - Trabuco Canyon Bridge Replacement:
 - i. Preparation of the Design Documentation Report
 - ii. Implementation of traffic control (indicating detours, temporary signage and striping, locations of removable temporary barriers and crash cushions, and lane closures if required, etc.) within the project limits based on the various stages of construction that will occur due to the limited amount of access to the project area;
 - iii. Develop WQMP and SWPPP for the project
 - b. Phase 2 - Trabuco Creek Roadway Improvements:
 - i. Preparation of the Design Documentation Report
 - ii. Implementation of traffic control (indicating detours, temporary signage and striping, locations of removable temporary barriers and crash cushions, and lane closures if required, etc.) within the project limits based on the various stages of construction that will occur due to the limited amount of access to the project area;
 - iii. Develop WQMP and SWPPP for the project
 - iv. Prepare an O&M manual for the improvements

2. All designs, renderings, exhibits, plans, specifications, calculations, etc. developed by the A-E shall at a minimum comply with and/or be in accordance to the latest versions and/or editions at the time of the award of this contract for the following:
 - a. Orange County Flood Control District Design Manual;
 - b. Orange County Public Works Standard Specifications;
 - c. Orange County Public Works Standard Plans;
 - d. Orange County Highway Design Manual;
 - e. Orange County Technical Manuals;
 - f. Caltrans Highway Design Manual (provisions not addressed in Orange County Highway Design Manual);
 - g. Requirements within the encroachment and regulatory permits for the Project;
 - h. CEQA requirements;
 - i. Standard Plans and Specifications for Public Works Construction (Greenbook);
 - j. Caltrans Standard Plans and Standard Specifications;
3. The A-E shall not progress between phases of the PS&E preparation until after written direction is provided by OCPW. All plans shall be computer drafted on standard 22" x 34" size sheets using AutoCAD with OC Public Works borders and title blocks. The PS&E shall be prepared in accordance with the County of Orange CAD Standards Manual. In addition, the A-E shall prepare specifications (Special Provisions for Construction) per the County's specifications format for all relevant design aspects within this scope of work. Final specifications shall be provided in pdf and Microsoft word format. The A-E's schedule shall account for 15 working days for each peer review for each Project submittal. Upon receipt of the comments and recommended revisions to the PS&E from OCPW, the A-E shall evaluate and upon concurrence by OCPW, proceed with revising the plans, specifications, quantity calculations, and engineer's estimate. The review comments and responses shall be documented in a Peer Review Response Matrix. The Peer Review Response Matrix from a previous submittal review will be provided with the subsequent submittal package.
4. The A-E shall routinely conduct constructability and biddability reviews of the Scoping Documents as necessary to satisfy the needs of the Project Team. The review will attempt to identify all discrepancies and inconsistencies in the Scoping Documents especially those related to clarity, consistency, and coordination of work for subcontractors and suppliers.
5. For each PS&E package, a letter to the County's Resident Engineer (RE), including any issues requiring the RE's attention and items included in the Construction Package. The package and transmittal memo shall describe the Project, procedures, and the documents attached that will be used by field personnel during construction.
6. The components listed in Table V.B.j shall be included within the PS&E Submittal at a minimum unless otherwise approved by OCPW

LIST V.B.I PREPARATION OF PS&E – ANTICIPATED DELIVERABLES:

- Phase 1 - Trabuco Canyon Bridge Replacement
 - 35% Preliminary Plans, Specification, & Engineer's Estimate
 - 65% Plans, Specifications, & Engineer's Estimate
 - 95% Plans, Specifications, & Engineer's Estimate
 - Final Plans, Specifications, & Engineer's Estimate
- Phase 2 - Trabuco Creek Road Improvements:
 - 35% Preliminary Plans, Specification, & Engineer's Estimate
 - 65% Plans, Specifications, & Engineer's Estimate
 - 95% Plans, Specifications, & Engineer's Estimate
 - Final Plans, Specifications, & Engineer's Estimate

k. Construction Support

1. The A-E shall perform field visits, site meetings, and/or respond to any questions or comments requested by the Contractor that specifically relates to the design and/or construction of the Project (separate from Task 1).
2. The A-E shall review and take appropriate action upon OCPW supplied Requests for Information (RFIs) and Contract Change Orders (CCOs). The A-E's review and action taken shall be for conformance with the design concept and/or intent of the Project and based on the information within the contract documents (e.g. construction plans and specifications).
3. The A-E shall review and take appropriate action upon OCPW supplied submittals from the Contractor, which include, but are not limited to, shop drawings (including calculations), samples of construction material, material testing reports/certifications, and product data as required per the contract documents. The A-E's review and action taken shall be for conformance with the design concept and/or intent of the Project and based on the information within in the contract documents (e.g. construction plans and specifications). In addition, the A-E's review of any Contractor prepared drawings and/or documents shall not relieve the Contractor from their sole responsibility for the accuracy of the dimensions, quantities, calculations, and weights; the fabrication processes; the construction means and methods; the coordination between various trades; and the safety factors related to the construction of the Project.
4. The A-E shall review and approve all scaffolding and/or falsework drawings, specifications, calculations, and submittals.
5. The A-E shall provide adjustments, modifications, and/or revisions to the design, based upon unanticipated and/or unknown field conditions encountered during the construction.
6. The A-E shall document and incorporate all constructed modifications and/or revisions that occurred during construction onto the original construction plans and specifications such that a final "as-built" or record set of contract documents are provided to OCPW for their records.

7. In the event that any items requiring interpretation of the final PS&E prepared by the A-E are discovered during the period in which the Project is being advertised for bids, those items shall be evaluated by the A-E for decision by the County of Orange as to the proper corrective procedure required to address the comments and/or issues. The corrective action taken will either be in the form of an addendum or bulletin prepared by the A-E and issued by the County of Orange or by a CCO after the award of the construction contract. In addition, it should be noted that while the Project is being advertised for bids, all questions and/or comments concerning the design concept and/or intent of the Project shall be referred to the County of Orange for a resolution. Furthermore, depending on the variation of the project bid proposals that are received during the bid phase, the A-E shall provide review assistance and evaluation of those project bid proposals for decision by the County of Orange.

8. A-E or its sub-consultant shall not perform any work related to this task without prior direction from COUNTY. – Engineer of Record shall provide Construction Support Services, including, but not limited to, the following: Contractor Submittal Reviews, response to Requests for Information, preparation of plan revisions/clarifications, Site Visits, Construction Progress Meetings, and completion of Project Record Drawings.

Table V.B.j – PS&E Requirements

Phase	Preliminary Design Milestone	65% Design Milestone	95% Design Milestone
Plans	<p>Required:</p> <ul style="list-style-type: none"> ▪ Horizontal and vertical alignment ▪ Known utilities and utility conflicts ▪ All existing topographic features ▪ The following plan sheets are included: <ul style="list-style-type: none"> ○ Plan & Profile ○ Typical Sections ○ Construction Notes for Major Construction Items ○ Draft Water Quality Features/BMPs ○ Draft Habitat Planting Plan ○ Hydraulic Data Table ○ Draft Structural Details and Steel Schedules ○ Site Exploration Map and Soil Borings <p>Optional:</p> <ul style="list-style-type: none"> ▪ Station Cross Sections ▪ Construction Details 	<p>Required:</p> <ul style="list-style-type: none"> ▪ All utilities within the Project area are shown ▪ All utility conflicts are identified and resolved ▪ Final Water Quality Features/BMPs ▪ Draft Structural Details and Steel Schedules ▪ Draft Paylines ▪ Site Exploration Map and Soil Borings ▪ Construction Notes for All Construction Items <p>Optional:</p> <ul style="list-style-type: none"> ▪ Station Cross Sections ▪ Construction Details ▪ Preliminary Traffic Detour/Control Plans 	<p>Required:</p> <ul style="list-style-type: none"> ▪ Station Cross Sections ▪ Construction Details ▪ Preliminary Traffic Detour/Control Plans
Specifications	<p>Required:</p> <ul style="list-style-type: none"> ▪ Draft Bid Schedule (w/ Draft quantities) ▪ Signature Page and Table of Contents only <p>Optional:</p> <ul style="list-style-type: none"> ▪ Order of Work ▪ Bid Item Specifications for major construction items 	<p>Required:</p> <ul style="list-style-type: none"> ▪ Order of Work ▪ Bid Item Specifications <p>Optional:</p> <ul style="list-style-type: none"> ▪ Bid Item Payment Clauses 	<p>Required:</p> <ul style="list-style-type: none"> ▪ Bid Item Payment Clauses
Estimates	<p>The developed 35% Engineer's Estimate shall be classified as Class 3 in accordance with the Association for the Advancement of Cost Engineering International's (AACEI) cost estimate classification system.</p>	<p>The developed 65% Engineer's Estimate shall be classified as Class 3 in accordance with the Association for the Advancement of Cost Engineering International's (AACEI) cost estimate classification system.</p>	<p>The developed 95% Engineer's Estimate shall be classified as Class 3 in accordance with the Association for the Advancement of Cost Engineering International's (AACEI) cost estimate classification system.</p>

ATTACHMENT B
COST/COMPENSATION

- I. COMPENSATION:** This is an **actual cost-plus fixed fee** Contract between County and A-E for **Trabuco Canyon Road Bridge (Bridge No. 55C-008) and Trabuco Creek Road Improvement Project** as set forth in Attachment A, "Scope of Work."

A-E agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by A-E of all its duties and obligations hereunder. A-E shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the Total Contract Amount specified herein below unless authorized by amendment in accordance with Paragraphs 6.3 and 6.19 of the County Contract Terms and Conditions.**

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

- A. Classification Rates:** See Exhibit No. 3 - 10-H1- Cost Proposal and Exhibit No. 4 - 10-H1- Cost Proposal

*County will not pay A-E more than the listed amount for Subconsultant work, regardless of any agreement between the A-E and their Subconsultant. Subconsultant rates are listed for convenience only.

*Construction-related work performed under A-E service contracts may meet the definition of "public work" under Labor Code § 1720 et seq. "Construction" includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. See, Labor Code § 1720. Contracts for A-E services shall mandate that prevailing wages be paid where mandated by law.

- B. Total Contract Amount Shall Not Exceed: \$4,200,000.00**

- III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of this Contract. All price decreases will automatically be extended to County.

- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** A-E guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. A-E agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

- V. A-E'S EXPENSE:** A-E will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

- VI. REIMBURSABLE ITEMS:** Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the County Project Manager. A-E may be entitled to reimbursement for the following, upon prior approval by County:

- 1) The actual costs of special equipment to be rented, leased or purchased by A-E for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by the County Project Manager.
- 2) Printing expenses paid to outside contractors, to the extent such contractors and reproduction rates have been approved by the County Project Manager.

- 3) Other actual costs and/or payments specifically approved and authorized in writing by the County Project Manager and actually incurred by A-E in performance of this Contract.
- 4) Travel costs shall only be reimbursed if approved in advance in writing by County Project Manager and are subject to the following restrictions:
 - a) Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this Contract shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the A-E's "Home Based" office location and County location, as well as mileage within County property will not be reimbursed.
- 5) Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
- 6) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
- 7) All reimbursable expenses must be itemized on A-E invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all A-E invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. A-E is responsible for submitting reimbursable invoices in a format that is acceptable to the County. Reimbursable items shall be charged at cost. Any third-party or subcontractor services shall also be charged at cost; no mark-ups will be allowed.

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

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

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

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

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

Invoices and support documentation are to be forwarded to:

**OC Public Works
Attn: Project Manager
601 N. Ross St**

Santa Ana, CA 92701

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

**ATTACHMENT C
 STAFFING PLAN**

1. A-E KEY PERSONNEL

Name	Classification/ Designation	Years of Experience	Years with Current Firm	Licenses/Certifications (include license number)
Tim Osterkamp, PE	Project Manager	35	10	CA Civil Engineer #C46783
Mary Elizabeth Westrum, PE	Roadway Project Engineer	16	16	CA Civil Engineer #C75418
Rosa Griggs, PE	Bridge Project Engineer	20	19	CA Civil Engineer #C54169
Matt Atkinson, PE	Senior Road Engineer	12	9	CA Civil Engineer #C82099
Frank Flores, PE	Senior Road Engineer	14	14	CA Civil Engineer #C83968
Fortunato Enriquez, PE	Senior Bridge Engineer	10	10	CA Civil Engineer #C84849
Charles Tornaci, PE	Senior Bridge Engineer	22	21	CA Civil Engineer #C66058
Jena Addenbrooke, PE	Utility Coordination Lead	14	14	CA Civil Engineer # C82544
A. Jake Gusman, PE	Senior Hydraulic Engineer	24	6	CA Civil Engineer, #C61032

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

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

2. SUBCONSULTANT(S) (IF APPLICABLE)

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

Corporate Name	Corporate Address	Local Office Address*	Contact Name	Telephone Number	Project Function	DVBE Certification Number	SBA Certification Number
River Focus, Inc.	4630 Miramonte ST, La Mesa CA 91941	Same	A. Jake Gusman	(619) 457-3119	Hydraulics & Hydrology	N/A	2003003
Earth Mechanics, Inc.	17800 Newhope ST, STE. B Fountain Valley, CA 92708	Same	Alahesh Thurairajah	(714) 751-3826	Geotechnical Investigation / Report	N/A	4369
Dudek	605 Third ST, Encinitas, CA 92024	27372 Calle Arroyo, San Juan Capistrano, CA 92675	Jason Reynolds	(760) 479-4108	Biological Support Services	N/A	N/A