

CONTRACT

THIS CONTRACT, hereinafter referred to as “Contract” for purposes of identification hereby numbered MA-012-25010139 by and between the County of Orange, a political subdivision of the State of California, a body corporate and politic, hereinafter referred to as “County” and GHD INC., a California Corporation, hereinafter referred to as “A-E,” or “Contractor” which are sometimes individually referred to as “Party” or collectively referred to as “Parties.”

RECITALS

WHEREAS, County requires professional services to accomplish projects and/or services (“Projects/Services”) as described in MA-012-25010139 Scope of Work for Capistrano Beach Nature-Based Shoreline Adaptation Project, hereinafter referred to as “Attachment A,”; and

WHEREAS, A-E is a firm whose principals are, as required by law, registered by the State of California for the practice of specialized A-E services per the attached Scope of Work.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. GENERAL

1.1. Retainer

- 1.1.1.** County does hereby retain A-E to perform the Projects/Services as required by this Contract.
- 1.1.2.** A-E has offered, and County has accepted, the professional services of «AE Contact, Certs» and A-E shall assign him/her to the Projects/Services.
- 1.1.3.** A-E may employ special consultants/contractors for the accomplishment of the Projects/Services specified; and only the firms or independent consultants/contractors identified in Attachment C may be employed by A-E to provide these Projects/Services.
- 1.1.4.** Consultants/contractors may be substituted and/or added by mutual Contract of A-E and the Director of OC Public Works or his designee, hereinafter referred to as “Director”.
- 1.1.5.** A-E's employment of independent consultants/contractors shall not relieve A-E from the performance of its own responsibilities pursuant to this Contract. However, all consultants/contractors independently contracting with County shall be independently liable to County for the performance of the work pursuant to their agreements, and A-E shall have no liability for work by contractors independently contracting with County.

1.2. Projects/Services

1.2.1. Description of Projects/Services

- a. Project/Services to be performed by A-E shall consist of the work as specified herein and as required in Attachment A, attached hereto and incorporated herein by reference. If in the event Attachment A shall be in conflict with any provision of this Contract, the wording as set forth in Attachment A shall prevail.
- b. A-E shall be responsible for submitting all Projects/Services to County in a form

which has been thoroughly reviewed and checked for completeness, accuracy and consistency by the registered professional named in Section 1.1.2 herein; and, any Projects/Services not meeting this requirement will be returned to A-E prior to review by County.

1.2.2. Design Criteria and Standards

All Projects/Services shall be performed in accordance with instructions, criteria and standards set forth by the Director.

1.2.3. Scheduling

- a) Concurrently with the work of the Contract, A-E shall prepare a progress work schedule and within five (5) working days from the date of receipt of individual assignments from County, A-E shall submit to County two (2) copies of a progress work schedule which shall delineate dates of commencement and completion of the various phases of Projects/Services assignments. A-E schedule shall include required County review period(s) set forth herein. An approved copy of the progress schedule will be returned to A-E.
- b) A-E shall allow at least five (5) working days for County review of progress work schedule. In planning work, A-E should anticipate and allow ten (10) working days for County review of each submittal required in Attachment A.
- c) A-E shall meet on an as-needed basis as determined by County or at least once every four (4) weeks with County to review progress of work, adherence to progress schedule, coordination of work, scheduling of seminars, if needed, and to resolve any problems that may develop.
- d) Within five (5) working days of each meeting, A-E shall prepare a brief memorandum summarizing the results of the meeting and shall submit it to County for concurrence.
- e) A-E shall complete all the work of Projects/Services and obtain all approvals by the County within the time frame indicated in Attachment A except A-E shall not be responsible for any delay beyond the control of A-E.
- f) In the event A-E fails to complete the work and obtain the approval of Director in the time allowed, County shall have the option of completing the work by its own forces or by contract with another firm. The time allowed for A-E to complete the Projects/Services pursuant to this Contract shall be extended for delay caused by County in completing its work pursuant to this Contract which delay exceeds the agreed County review and/or approval time periods.

1.3. Assistance by County Staff

- 1.3.1. County shall assign an appropriate staff member to work with A-E in connection with the work of this Contract. Said staff member's duties will consist of the giving of advice and consultations, assisting A-E in negotiations with other public agencies and private parties, miscellaneous items which in the judgment of A-E or County's staff warrant attention, and all other duties as may be described in Attachment A.

- 1.3.2.** All of the above activities, however, shall be the primary responsibility of A-E to schedule, initiate and carry through to completion.

1.4 Term and Maximum Compensation

The term of this Contract shall commence upon execution of all necessary signatures and shall be effective for five (5) calendar years from that date, unless otherwise terminated by the county, with a **MAXIMUM AGGREGATE ALLOWABLE COMPENSATION OF SEVEN HUNDRED SIX THOUSAND, SEVEN HUNDRED AND THIRTY-THREE DOLLARS (\$706,733.00)**, except as permitted in Paragraph 1.5 below.

1.5 A-E Compensation and Extra Work

- 1.5.1.** For the Projects/Services authorized under this Contract, A-E shall be compensated in accordance with the following:
- 1.5.2.** For completion and approval of all Projects/Services where “Extra Work” (defined as changes in approved portions of the Project/Services required by and ordered in writing by Director which changes constitute a change in or departure from said approved portions of Projects/Services) is not authorized, compensation including reimbursables shall be described and payable as stipulated in Fee Schedule, herein after referred to as “Attachment B”, attached hereto and incorporated herein by reference.
- 1.5.3.** Where Extra Work is authorized for Projects/Services:
- a) The amount for Extra Work shall be determined using Attachment B. Extra Work shall be required by and ordered in writing by Director. If this Contract is not approved by the Board of Supervisors, any change that increases the cumulative Contract price beyond \$200,000 must be approved by the Board. Increases in the Contract amount for services within the existing scope of work may be granted by the Director where the amount does not exceed 25 percent of the existing Contract price or \$200,000, whichever is less.
 - b) A-E's billing for the Extra Work shall include but not be limited to names of A-E's staff employed in the Extra Work, classification of employees and number of hours worked.
- 1.5.4.** For partial completion of work of Projects/Services followed by default on part of A-E:
- a) For failure to complete and secure approval of the first required submittal, there shall be no compensation.
 - b) For failure to complete and secure approval of other authorized phases, A-E shall, upon completion of Projects/Services by others, be entitled to receive compensation based on approved work of Projects/Services not to exceed the amounts specified in Attachment A for that particular submittal, plus the reasonable value as determined by County of the non-approved work; provided, however, that if the cost to County to complete the contract exceeds the amount specified herein, A-E shall be liable to County for such excess costs attributable to A-E's breach of the Contract.

2. LABOR**2.1 Non-Employment of County Personnel**

2.1.1 A-E agrees that it will neither negotiate, offer, or give employment to any full-time, regular employee of County in professional classifications of the same skills required for the performance of this Contract who is involved in this Project in a participatory status during the life of this Contract regardless of the assignments said employee may be given or the days or hours employee may work.

2.1.2 Nothing in this Contract shall be deemed to make A-E, or any of A-E's employees or agents, agents or employees of the County. A-E shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work, provided that A-E is in compliance with the terms of this Contract. Anything in the Contract which may appear to give County the right to direct A-E as to the details of the performance of the work or to exercise a measure of control over A-E shall mean that A-E shall follow the desires of County, only in the results of the work.

2.2 Non-Discrimination

2.2.1 In the performance of this Contract, A-E agrees that it will comply with the requirements of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons.

2.2.2 A-E acknowledges that a violation of this provision shall subject A-E to all the penalties imposed for a violation of the California Labor Code.

2.3 Employee Eligibility Verification

2.3.1 A-E warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens, and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. A-E shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations, including but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324 et seq., as they currently exist and as they may be hereafter amended. A-E shall retain all such documentation for all covered employees for the period prescribed by the law.

2.4 Independent Contractor

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

2.4.2 Neither A-E, its employees nor anyone working under A-E shall qualify for workers' compensation or other fringe benefits of any kind through County.

2.5 Conflict of Interest Contractor Personnel

2.5.1 The A-E shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the A-E; the A-E's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and Projects/Services hereunder.

2.5.2 A-E's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from: making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

2.6 Labor Code Notice

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

3. INSURANCE

3.1.1 Prior to the provision of services under this Contract, the A-E agrees to purchase all required insurance at A-E's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. A-E agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. The County reserves the right to request the declarations page showing all endorsements and a certified copy of the policy. In addition, all subcontractors performing work on behalf of A-E pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for A-E.

3.1.2 A-E shall ensure that all subcontractors performing work on behalf of A-E pursuant to this Contract shall be covered under A-E's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for A-E. A-E shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from A-E under this Contract. It is the obligation of A-E to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by A-E through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

3.1.3 All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from A-E. If A-E is self-insured, A-E will indemnify the County for any and all claims resulting or arising from A-E's services in accordance with the indemnity provision stated in this Contract.

3.1.4 If the A-E fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

A. Qualified Insurer

4. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

2. The policy or policies of insurance maintained by the A-E shall provide the minimum limits and coverage as set forth below:

Coverage**Minimum Limits**

Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including converge for owned or scheduled , non-owned and hired vehicles	\$1,000,000 combined single limit each accident
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claims made or per occurrence \$2,000,000 aggregate

B. Required Coverage Forms

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

C. Required Endorsements

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
 - a) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** as Additional Insureds, or provide blanket coverage which shall state ***As Required by Written Contract***.

- b) A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that A-E's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.
2. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against ***the County of Orange, and its respective elected and appointed officials, officers, employees and agents***, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN AGREEMENT***.
 3. All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.
 4. A-E shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.
 5. If A-E's Professional Liability policy is a claims-made policy, A-E shall agree to maintain professional liability coverage for two (2) years following completion of Contract.
 6. The Commercial General Liability policy shall contain a severability of interest's clause (standard in the ISO CG 001 policy).
 7. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.
 8. If the A-E fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.
 9. County expressly retains the right to require A-E to increase or decrease insurance of any of the above insurance types throughout the term of this County. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.
 10. County shall notify A-E in writing of changes in the insurance requirements. If A-E does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to A-E, and County shall be entitled to all legal remedies.
 11. The procuring of such required policy or policies of insurance shall not be construed to limit A-E's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

4. INDEMNITY/COMPLIANCE

4.1 A-E shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, and its agents, officers, and employees from employer sanctions and any other liability which may be assessed against A-E or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

4.2 All Projects/Services submitted by A-E shall be complete and shall be carefully checked prior to submission. A-E understands that County's checking is discretionary, and A-E shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving A-E's Projects/Services, the Projects/Services will be returned to A-E for correction. Should County or others discover errors or omissions in the work submitted by A-E after County's approval thereof, County's approval of A-E's Projects/Services shall not be used as a defense by A-E.

4.3 Indemnification

4.3.1 A-E agrees to, indemnify, defend with counsel approved in writing by County, and hold County, and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the A-E. If judgment is entered against A-E and County by a court of competent jurisdiction because of the concurrent active negligence of A-E and County or County Indemnitees, A-E and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve A-E of any insurance requirements or obligations created elsewhere in this Contract.

4.4 Bills and Liens

4.4.1 A-E shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. A-E shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, A-E shall promptly procure its release and, in accordance with the requirements of the indemnification paragraph above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses arising from or related thereto.

4.5 Compliance with Laws

4.5.1 A-E represents and agrees that services to be provided under this contract shall fully comply, at A-E's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the Projects/Services at the time Projects/Services are provided to and accepted by County.

4.5.2 A-E acknowledges that County is relying on A-E for such compliance, and pursuant to the

requirements of the indemnification paragraph above, A-E agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

5. TERMINATION

5.1 Termination of Contract for Cause

5.1.1 If A-E breaches any of the covenants or conditions of this County, County shall have the right to terminate this County upon ten (10) days written notice prior to the effective day of termination.

5.1.2 A-E shall have the opportunity to cure the alleged breach prior to termination.

5.1.3 In the event the alleged breach is not cured by A-E prior to termination, all work performed by A-E pursuant to this County, which work has been reduced to plans or other documents, shall be made available to County.

5.2 Termination for Convenience

5.2.1 Notwithstanding any other provision of the County, County may at any time, and without cause, terminate this County in whole or in part, upon not less than seven (7) calendar days' written notice to the A-E. Such termination shall be effected by delivery to the A-E of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated.

5.2.2 A-E shall immediately stop work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by County.

5.2.3 County shall pay the A-E for the Work completed prior to the effective date of the termination, and such payment shall be the A-E's sole remedy under this County.

5.2.4 Under no circumstances will A-E be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph.

5.2.5 A-E shall insert in all subcontracts that the subcontractor shall stop work on the date of and to the extent specified in a notice of termination and shall require subcontractors to insert the same condition in any lower tier subcontracts.

5.3 Breach of Contract

5.3.1 The failure of the A-E to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, the County may:

- a. afford the A-E written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

- b. discontinue payment to the A-E for and during the period in which the A-E is in breach; and
- c. offset those monies disallowed pursuant to the above, against any monies billed by the A-E but yet unpaid by the County.

5.4 Default

- 5.4.1** In the event any equipment or service furnished by the A-E in the performance of this Contract should fail to conform to the specifications therein within one (1) calendar year from the County's acceptance of the equipment or service, or any performance period specifically specified within the specifications or Contract, whichever is greater, the County may reject same, and it shall become the duty of the A-E to reclaim and remove the items without expense to the County and to immediately replace all such rejected equipment or service with others conforming to such specifications, provided that should the A-E fail, neglect or refuse to do so within one hundred and twenty (120) calendar days, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment or service and to deduct from any monies due or that may thereafter become due to the A-E the difference between the price specified in this Contract and the actual cost to the County.
- 5.4.2** In the event the A-E shall fail to make prompt delivery as specified of any equipment or service, the same conditions as to the rights of the County to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.
- 5.4.3** In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the A-E, any loss or damage sustained by the County in procuring any equipment or service which the A-E agreed to supply under this Contract shall be borne and paid for by the A-E.
- 5.4.4** Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the Projects/Services as agreed to herein, or otherwise substantially violating any provision of this Contract.
- 5.4.5** Upon termination of the Contract with A-E, the County may begin negotiations with a third-party A-E to provide goods and/or Projects/Services as specified in this Contract.
- 5.4.6** The right of either party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

6. MISCELLANEOUS

6.1 Laws to be Observed

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

6.2 Award of Construction Contract and Other Future Contracts

6.2.1 A-E is hereby informed that provisions of the Public Contract Code, the Political Reform Act of 1974, other statutes, regulations, and County policy prohibit, as an impermissible conflict of interest, the award of a contract for the construction of the project(s) on which A-E performed architectural-engineering services under this A-E Contract. A-E is hereby informed that these statutes and regulations could also prohibit the award to A-E of design or other contracts on future phases related to tasks performed by A-E under this Contract. This prohibition applies also to a subcontractor of or parent company of the firm that performed architectural-engineering tasks under this Contract.

6.3 Amendments

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

6.4 Successors and Assigns

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

6.5 Entirety

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

6.6 Severability

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

6.7 Binding Obligation

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

6.8 Governing Law and Venue

6.8.1 This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure, Section 394.

6.8.2 The Parties specifically agree that by soliciting and entering into and performing Projects/Services under this Contract, the A-E shall be deemed to constitute doing business within Orange County from the time of solicitation of work, through the period when all Projects/Services under this Contract is completed and continuing until the expiration of

any applicable limitations period.

6.9 Intentionally Omitted

6.10 Ownership of Documents

6.10.1 All data, including but not limited to letters, reports, files, plans, drawings, specifications, proposals, sketches, diagrams and calculations, prepared by A-E and/or anyone acting under the supervision of A-E pursuant to this Contract, shall become the property of County upon preparation by A-E and may be used by the County as it may require without additional cost to the County.

6.10.2 County shall not be limited in any way to its use thereof at any time, including the release of this data to third parties. A-E shall be held harmless for release of such data as may be prepared or created under this Contract to any third party. If A-E and/or anyone acting under the supervision of A-E should later desire to use any of the data prepared in connection with this Contract, A-E shall first obtain the written approval of County.

6.11 Confidentiality

6.11.1 All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, and all written or other information submitted to A-E in connection with the performance of this Contract shall be held confidential by A-E and/or anyone acting under the supervision of A-E and shall not, without the prior written consent of County, be used for any purposes other than the performance of the Projects/Services described in Attachment A, nor be disclosed to any person, partnership, company, corporation or agency, not connected with the performance of the Projects/Services.

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

6.11.3 A-E and/or anyone acting under the supervision of A-E shall not use County name or insignia, photographs of the work, or any other publicity pertaining to the work in any magazine, trade paper, newspaper, or other medium without the express written consent of County.

6.12 Publication

6.12.1 No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by A-E and/or anyone acting under the supervision of A-E to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

6.12.2 The A-E agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. A-E must first obtain review and approval of said media contact from the County through the County's Project Manager. Any requests for interviews or

information received by the media should be referred directly to the County. A-E's are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County Project Manager.

6.13 Records and Audit/Inspections

6.13.1 A-E shall keep an accurate record of time expended by A-E and/or consultants employed by A-E in the performance of this Contract.

6.13.2 Within ten (10) days of County's written request, A-E shall allow County or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this Contract.

6.13.3 A-E shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of three (3) years after termination or completion of the Contract or until resolution of any claim or dispute between the Parties, whichever is later.

6.13.4 Should A-E cease to exist as a legal entity, records pertaining to this Contract shall be forwarded within a reasonable period of time not to exceed sixty (60) days to its successor in interest or surviving entity in a merger or acquisition, or, in the event of liquidation, to County.

6.14 Notices

6.14.1 Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the Projects/Services.

6.14.2 Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt, or no greater than four (4) calendar days after being mailed by U. S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.

6.14.3 All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For A-E: GHD INC.
320 Goddard Way Suite 200
Irvine, CA 92618
Attn: Aaron Holloway
Phone: 562-206-7995
E-mail: aaron.holloway@ghd.com

For County: Orange County Public Works / OC Construction
601 North Ross. Street
Santa Ana, CA 92701
Attn: Anthony Ty

Phone: 714-647-3978
E-mail: Anthony.Ty@ocpw.ocgov.com

cc: OC Public Works Procurement Services
601 North Ross Street
Santa Ana, CA 92701
Attn: Matthew Gill
Phone: 714-667-9651
E-mail: Matthew.Gill@ocpw.ocgov.com

6.15 Attorney's Fees

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

6.16 Interpretation

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

6.16.2 In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite having the opportunity to do so.

6.16.3 Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both.

6.16.4 Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived.

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

6.17 Headings

6.17.1 The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

6.18 Acceptance

6.18.1 Unless otherwise agreed to in writing by County acceptance shall not be deemed complete unless in writing and until all the services have actually been received, inspected, and tested to the satisfaction of County.

6.19 Changes

6.19.1 A-E shall make no changes in the work or perform any additional work without the

County's specific written approval.

6.20 Assignment

- 6.20.1** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by A-E, by any means whatsoever including but not limited to acquisition by merger, without the express written consent of County. Any attempt by A-E to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

6.21 Changes in Ownership

- 6.21.1** A-E agrees that if there is a change or transfer in ownership, including but not limited to merger by acquisition, of A-E's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume A-E's duties and obligations contained in this Contract and to obtain the written approval of County of such merger or acquisition, and complete the obligations and duties contained in the Contract to the satisfaction of County. A-E agrees to pay, or credit toward future work, County's costs associated with processing the merger or acquisition.

6.22 Force Majeure

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

6.23 Calendar Days

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

6.24 Title to Data

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

6.25 Availability of Funds

- 6.25.1** The obligation of County is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the County to expend or as

involving the County in any contract or other obligation for future payment of money in excess of appropriations authorized by law.

6.26 Contingency of Funding

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

6.27 Contract Construction

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

6.28 Conflicts of Interest

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

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

6.29 Usage

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

6.30 Wage Rates

6.30.1 Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

6.31 Apprenticeship Requirements

- 6.31.1** The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

6.32 Registration of Contractor

- 6.32.1** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

6.33 Payroll Records

- 6.33.1** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

- 6.33.2** The requirements of Labor Code Section 1776 provide, in summary:

Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, 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 Contractor or any Subcontractor(s) in connection with the 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:

1. The information contained in the payroll record is true and correct.
2. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.

- 6.33.3** Pursuant to Labor Code Section 1776(h), Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or

any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

- 6.33.4** Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq. and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

6.34 Work Hour Penalty

- 6.34.1** Eight hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-1/2 times the basic rate of pay.

6.35 Apprentices

- 6.35.1** The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.
- 6.35.2** Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

6.35.3 Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.

6.35.4 The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

6.36 Safety

A-E shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Illness Prevention Program (IIPP) and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. A-E will notify County Project Manager of any revisions to the Safety Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). AE shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

6.37 Levine Act Requirement

A-E agrees to comply with Government Code Section 84308. A-E further agrees to disclose to the County any contribution made to any members of the Board of Supervisors or County Agency Officers by A-E, A-E's agent or lobbyist, or, if applicable, any subcontractor(s) for the twelve (12) months prior to and twelve (12) months following the approval, renewal, or extension of this Contract.

6.38 Cooperative Agreement

6.38.1 The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

7. Federal Requirements

7.1 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7.2 Davis-Bacon Act

Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

7.3 Copeland Anti-Kickback Act

Contractor must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

7.4 Contract Work Hours and Safety Standards Act

Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7.5 Clean Air Act and the Federal Water Pollution Control Act

Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

7.6 Byrd Anti-Lobbying Amendment

Contractor shall file the required Byrd Anti-Lobbying Amendment certification with County, certifying it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall require each subtier to disclose any lobbying with non-Federal funds that takes place in connection with this Contract. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to County.

7.7 Subcontracting Requirements Regarding Small and Minority Businesses and Women's Business Enterprises

Contractor must take the following affirmative steps if any part of this Contract is to be subcontracted:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7.8 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Contract.

For purposes of this section:

1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7.9 Procurement of Recovered Materials

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7.10 Debarment and Suspension

Contractor shall not immediately prior to or during the performance of this Contract be listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

County of Orange, OC Public Works

Capistrano Beach Nature-Based Shoreline Adaptation Project

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

GHD INC.,
a California Corporation,

Date: 4/7/2025 | 2:23 PM PDT

Signed by:
By: 1. Jeremy Svehla
Signature 7015B0435E4A43A...

Jeremy Svehla / Vice President
Print Name & Title

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

Date: 4/8/2025 | 5:26 AM PDT

Signed by:
By: 2. Patricia Osoko
Signature 4B8719D2FC83484...

Patricia Osoko / 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 Ninh
Deputy

Signature: William Ninh
C08003124BAC049C...

Date: 4/8/2025 | 8:36 AM PDT

Attachment A: Scope of Work

PROJECT BACKGROUND

The Capistrano Beach Nature-Based Shoreline Adaptation Project (herein referred to as “PROJECT”) is located alongshore of Capistrano Beach and Doheny State Beach, seaward of the coastal trail at the southeast end of Doheny State Beach and the northwest end of Capistrano Beach, all within the City of Dana Point.

Doheny State Beach holds the distinction of being California’s first state beach. Donated by oil tycoon, Edward L. Doheny, for public use in 1931, it was officially renamed as Doheny State Beach in 1963. The beach is one of California’s most popular state beaches, attracting almost one million visitors per year. The southern end of the state beach features parking near the shoreline.

In 1973, the County of Orange (herein referred to as “COUNTY”) secured a grant through the Land & Water Conservation Fund to acquire 8.5 acres of Capistrano Beach. Then in 1979, Orange County Harbors, Beaches and Parks District, obtained fee simple ownership of the estate. Following this, a General Development Plan was adopted in 1980, paving the way for the construction of a 140-car parking lot, beach entrance, native landscaping, passenger loading area, restrooms, showers, benches, fire rings, two lifeguard towers, and a bicycle storage area.

For many years, these beaches have been subjected to shoreline erosion, resulting in damage to various amenities, and increasing their vulnerability to further erosion, flooding, and inundation. Wave action has undermined the bike path and pavement at Doheny State Beach, leading to the loss of viable parking spaces and exposing some cobble foundations. The southern edge of Doheny State Beach has been particularly affected, with severe erosion compromising the parking lot and turnaround area. Similarly, the north reach of Capistrano Beach has experienced significant erosion, resulting in the loss of amenities including a basketball court and restroom building. While efforts such as the installation of rip-rap and sand-filled geotextile units have provided protection to the backshore, and the sand nourishment projects by OC Parks have temporarily mitigated erosion and enhanced recreational beach areas, the beach continues to face erosion challenges.

PROJECT PURPOSE AND GOALS

The purpose of the PROJECT is to mitigate ongoing shoreline erosion by implementing a sustainable, nature-based solution designed to enhance coastal resiliency and support the ongoing preservation of coastal areas. This involves the construction of a buried cobble berm system with vegetated sand dunes, located seaward of the coastal trail and extending up to 1,500 feet in total length across both Doheny State Beach and Capistrano Beach. The PROJECT begins approximately 650 feet northwest of the southeast boundary of Doheny State Beach (Lat 33.456959, Long - 117.671586) and extends another 650 feet into the northwest half of Capistrano Beach (33.455021, -117.668321).

This PROJECT aims to achieve the following goals:

1. Reduce Coastal Erosion: Stabilize the shoreline and reduce wave energy that contributes to coastal erosion.
2. Protect Critical Infrastructure: Safeguard essential infrastructure from the impacts of shoreline erosion.
3. Preserve Recreational and Economic Value: Maintain safe, accessible spaces for public use while supporting local tourism and related businesses.
4. Serve as a Scalable Model: Provide a model for similar projects along Orange County shores and other vulnerable coastal areas in California.

CONSTRAINTS AND CONSIDERATIONS

1. Grant Funding – OC Parks has been awarded two grants for this PROJECT, FEMA Building Resilient Infrastructure and Communities (BRIC) Program and California SB-1 Grant Program administered through the California Ocean Protection Council (OPC).

Under the BRIC Program, FEMA through Cal-OES awarded \$422,699.71 of federal funding for Phase 1, Design and Permitting Phase. Note that the PROJECT Tasks outlined below in the Scope of Services Section III-B pertain exclusively to Phase 1, with the exception of Task 10. Task 10 relates to the Construction Phase, Phase 2.

Under the SB-1 Grant Program, the OPC awarded \$182,000.00, the bulk of funding necessary for local/state match required for Phase 1 of the BRIC grant. Additionally, this grant allocates \$38,000 specifically for compensating tribes for their participation and engagement.

- A. Schedule – As a grant-funded project under the BRIC Program, final design and approval of all required regulatory permits must be completed by **April 25, 2026**.
 - B. Tribal Engagement – As required under the SB-1 Grant Program, engage with tribal elders to incorporate their cultural knowledge and insights into the PROJECT.
 - C. Grant Compliance and Reporting – Ensure compliance with the conditions and reporting requirements of both grant programs, and maintain audit readiness by accurately documenting all PROJECT activities and financial expenditures.
2. California Coastal Commission (CCC) – OC Parks obtained through the CCC a Coastal Development Permit (CDP) for the PROJECT (See Appendix A – PROJECT DOCUMENTS). The PROJECT must adhere to all applicable terms and conditions outlined in the permit.

SCOPE OF SERVICES**I. Introduction**

Orange County Public Works (OCPW), on behalf of Orange County Community Resources (OCCR), OC Parks, is contracting the A-E to provide comprehensive architectural, engineering, environmental, regulatory permitting, and construction support services for the PROJECT. The objective of the A-E is to advance the concept-level engineering designs for the nature-based buried cobble berm system to a complete, final design. The A-E firm is responsible for, but not be limited to, refining and validating prior works, conducting additional assessments and studies, and ensuring the design meets all environmental, regulatory, and stakeholder requirements.

- II. Project Overview – The A-E shall manage the design team and other professionals under contract to ensure seamless execution of all tasks and deliverables for the PROJECT. This includes directing and overseeing various work products, maintaining quality control, adhering to PROJECT needs, managing schedule and budget, and ensuring effective communication among all parties to address risk and keep the PROJECT on track. To achieve the PROJECT goals, the A-E will need to perform, but not be limited to, the following:
- A. Gather and review existing literature and data to validate previous works, updating design parameters and metrics, as necessary, to reflect current standards and/or more applicable metrics
 - B. Collect new data and perform various engineering assessments and evaluations to advance the concept design to final PS&Es
 - C. Present updated designs to stakeholders, including but not limited to OCPW, OC Parks, California State Parks, the City of Dana Point, regulatory agencies, and tribal communities; engage with the community on the PROJECT's development and conduct stakeholder outreach
 - D. Prepare environmental documents, including all necessary technical studies, to support CEQA and NEPA compliance determinations
 - E. Assist OCPW in obtaining any required property rights
 - F. Assist OCPW Regulatory Unit in obtaining required regulatory permits
 - G. Finalize plans, specifications, and estimates (PS&E) for construction
 - H. Update the maintenance and monitoring plan according to the new design
 - I. Assist OCPW with bidding and award process for construction contract, and provide construction support services to facilitate the implementation of the PROJECT (Note that this work corresponds to Phase 2)

III. Services and Responsibilities

A. Manner of Performance

1. The role and responsibility of the A-E is to serve as the Engineer-of-Record and to provide comprehensive services to complete design requirements for the PROJECT. These services encompass architectural, engineering such as design and design documentation, environmental for CEQA and NEPA compliance, regulatory permitting, and construction services for the PROJECT. This scope of work outlines the framework, requirements, and guidance for deliverables, setting expectations for delivery of service, preparation of construction documents, specifications, design services, cost estimates, and related tasks for OCPW.
2. The requirement of the PROJECT is to ensure that the facility will operate as intended and can be maintained while meeting all regulatory permitting obligations after construction. The policy of OCPW is to construct facilities that are not only functionally adequate and efficient but also provide an economic balance between initial construction costs and long-term maintenance and operation expenses. As such, all proposals must adhere to this policy to the maximum extent practicable. If a guideline or standard is not applicable, the A-E must submit a written request for a deviation, which will be reviewed by OCPW. Additionally, the A-E must ensure that all designs comply with local construction codes and ordinances and must not deviate from such.
3. 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.

4. 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 Manager to coordinate the PROJECT from start to finish. It is expected that a principal of the firm will be kept fully advised of progress by the 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. PROJECT Tasks

All tasks outlined in hereon are to be performed on an as-needed basis, at the sole discretion of OCPW. The A-E shall not initiate any task without explicit direction from OCPW. It is understood that the inclusion of tasks in this RFP does not guarantee their assignment to the A-E, and any work performed without prior authorization from OCPW will not be compensated.

1. Project Management

The A-E shall be responsible for managing the design team, along with other professionals under contract, to ensure all tasks and deliverables are accomplished within scope, schedule, and budget. Special attention must be given to the schedule constraint due to the grant funding requirement. The A-E must closely monitor the PROJECT schedule to ensure all milestones are met, proactively taking measures as necessary to address potential delays. In addition, the A-E must perform regular budget reviews and forecasts, reporting any potential overruns, along with proposed mitigation strategies, to OCPW. The A-E shall also manage resources, prioritize essential tasks, identify opportunities for cost savings without compromising quality or scope, while maintaining focus on meeting the needs of the PROJECT.

The A-E shall also arrange, attend, and conduct a kickoff meeting and regular, bi-weekly, virtual meetings with OCPW, OC Parks, California State Parks, and other stakeholders to discuss status, technical issues and risk, schedule, and other details of the PROJECT. The agenda and minutes of all the PROJECT meetings shall be prepared and documented by the A-E. The agenda must be submitted to OCPW at least one (1) working day prior to each meeting. The meeting minutes shall include a list of action items and a status matrix of the deliverables. In addition to regular meetings, the A-E is responsible for maintaining an organized system for document control, ensuring that all documents, including revisions, approvals, and submissions, are systematically managed and easily accessible to the team.

The A-E shall also be a part of check-in meetings at specific design intervals during the design development of the PROJECT. This includes a PROJECT presentation for internal stakeholders at the 35%, 65%, and 100% milestone. These presentations discuss technical engineering parameters of the PROJECT, in addition to current and

foreseeable issues, complexities, and challenges with the implementation of the PROJECT. These design seminars will also discuss peer review comments received from those milestones.

Finally, the A-E shall comply with all grant reporting standards and guidelines, ensuring that all required documentation, reports, and deliverables are submitted accurately and on time to maintain funding eligibility, and supporting OCPW/OC Parks with any compliance needs.

1.1. Community Engagement

The A-E shall participate in two (2) community outreach events to engage with the local community regarding the PROJECT. The first meeting will be held near the 35% milestone, and the second near the 95% milestone. These meetings are intended to introduce and discuss the PROJECT with the local community, set expectations, and provide updates on the design progress. The A-E will be responsible for attending both meetings and presenting technical aspects and updates as needed. Additionally, the A-E will prepare meeting materials, such as handouts, visual aids, and presentation slides, to clearly convey the PROJECT'S objectives, timeline, and potential impacts. The A-E must also facilitate discussions to solicit relevant feedback from the community while ensuring expectations are managed and aligned with the defined PROJECT scope. Following each meeting, the A-E must provide summaries of community feedback to the PROJECT team and recommend strategies to address concerns within the established scope.

1.2. Tribal Engagement

The A-E shall support the engagement process with tribal elders during the design phase to incorporate their cultural knowledge and insights into the PROJECT. This engagement will include collaborating with tribal representatives on the development of interpretive signage, informational materials, and public communications that acknowledges the local tribes' historical and cultural connections to the area, highlighting their relationship with the land, ocean, and resources. The A-E will work with the PROJECT biologist and tribal elders on the native dune system, selecting plants that are significant to local tribes and beneficial to coastal habitats. The A-E will be responsible for preparing draft materials, incorporating feedback from tribal consultations, and making necessary adjustments to ensure that the final design respectfully reflects the cultural heritage and values of the region.

2. Literature Review

The A-E shall review and verify applicable work and information in order to build upon and utilize, but not duplicate still-valid work and information, incorporating whatever necessary in the development of the final design for the PROJECT. These documents include, but are not limited to, memorandums, reports/studies, design/planning guidelines, as-built plans, CAD design files, environmental documentation, developed/researched/provided for the PROJECT. Some of the major works are listed below, with additional details in Appendix A:

- Capistrano Beach County Park, Nature-Based Pilot Project Feasibility Study Report, including Capistrano Beach County Park Cobble Berm XBeach Modeling, dated June 2021 (Supplemental Appendix to Nature-Based Pilot Project Feasibility Study Report, dated August 2021)
- California Coastal Commission, Staff Report: Permit Amendment, Application No.: 5-19-0345-A2 issued March 2021, including Amendment to Coastal Development Permit, issued on April 2023
- Capistrano Beach County Park, Beach Nourishment Study, dated July 2021
- Capistrano Beach Master Plan
- Orange County Sand Compatibility and Use Program, dated July 2017
- Orange County Coastal Regional Sediment Management Plan, dated June 2013
- Grunion Habitat Assessment, dated April 2023
- Doheney State Beach, Long-Term Shoreline Management Alternatives Analysis Report, dated May 2018
- California State Parks, Sea Level Rise Adaption Strategy

- XBeach and USGS Coastal One-line Assimilated Simulation Tool (CoSMoS-COAST)
- FEMA Hazard Mitigation Assistance Guidance, February 27, 2015
- BRIC Project Subapplication
- SB1 Work Plan
- Proposed Master Plan “Priority 1” Drainage Improvements, Capistrano Beach Drainage System, City of Dana Point, 2005 – As-Built

In addition, a boundary and design survey are being conducted by the OCPW. Once the draft deliverables – including topographic surveys, boundary and right-of-way maps, and oceanographic surveys – are complete, they will be provided to the A-E for review and use.

3. Engineering Assessments, Evaluations, and Reports

The A-E shall perform all necessary engineering assessments, evaluations, and reports to advance the concept design to a final design. This task includes, but is not limited to, determining design criteria and basis of design, conducting a detailed geotechnical assessment (including any groundwater analysis), cobble and sand source assessment (including their suitability for the buried cobble berm system), structural engineering assessments, construction feasibility reviews, and any other evaluations required to advance the PROJECT.

The geotechnical assessment will encompass a thorough review of soil properties to determine soil stability, bearing capacity, subsurface conditions that could impact the design and construction of the PROJECT, and anything else required to advance the PROJECT.

For the cobble and sand material source assessment, the A-E shall evaluate all required factors, such as availability, source proximity, affordability, timing, suitability, and environmental impacts. For suitability, the material sources for the buried cobble berm system must be confirmed by assessing properties such as clast size, size distribution, porosity, and durability/weathering resistance.

The A-E shall also perform structural evaluations as necessary to ensure the integrity, stability, and durability of the buried cobble berm system. These evaluations will be conducted in alignment with the project's requirements and design progression, ensuring compliance with applicable standards and long-term performance goals.

The A-E shall conduct a construction feasibility review to assess the potential means and methods of constructing the PROJECT. This review will evaluate factors such as ease of construction, cost implications, and environmental impacts, and must provide recommendations for effective construction strategies. It should address equipment requirements, material logistics and transportation, staging plans, detour plans, and the overall project schedule. Additionally, the review must consider seasonal weather patterns, tidal cycles, and other potential disruptions due to adverse conditions such as grunion spawning or sensitive bird foraging in the PROJECT area to determine the optimal timing for construction activities, ensuring that all logistical challenges are effectively managed. The review must be developed in collaboration with OCPW to ensure alignment with practical field conditions and requirements.

The A-E will need to determine whether other assessments, reports, and calculations such as those related to local drainage, and hydrology/hydraulic are required as part of the design process, and perform all such required assessments, reports, and calculations to support and complete final design. This includes developing a Water Quality Management Plan (WQMP) contingent upon the WQMP Applicability Checklist; if the PROJECT requires a WQMP, the A-E shall prepare a WQMP in accordance with the COUNTY NPDES MS4 Permit from the San Diego Regional Water Quality Control Board. Similarly, the A-E must develop a Stormwater Pollution Prevention Plan (SWPPP) contingent upon PROJECT activities identified in the Construction Stormwater General Permit (Order WQ 2022-0057-DWQ). This SWPPP must be prepared in accordance with Order 2022-0057-DWQ. The use of temporary erosion and sediment control products (such as fiber rolls, erosion control blankets, mulch control

netting, and silt fences) that incorporate plastic netting shall be prohibited. Only products with 100% biodegradable (not photodegradable) natural fiber netting shall be allowed. The SWPPP shall incorporate BMPs for Stockpile and Debris Management and include consideration of wave, wind, rain, tidal dispersion to prevent pollutants from entering coastal waters, sensitive habitats, and the storm drain system.

As part of Task 3, the A-E must also review previously completed works, including feasibility studies, concept plans, and other related documents noted from Task 2 (Literature Review), and update design parameters and metrics from these documents as necessary to reflect current standards and incorporate more applicable metrics. These updated parameters and metrics will be integrated into the various assessments conducted under Task 3 to ensure seamless integration of existing data into the final design process. All work completed under this task must be summarized in the Design Documentation Report as part of Task 4.

4. Design Documentation Report

The A-E shall prepare a Design Documentation Report (DDR) that establishes design criteria for the PROJECT. This DDR will serve as the basis of design, outlining various requirements and constraints, and providing justification for how the buried cobble berm system satisfies the goals of the PROJECT. Additionally, the relevancy of previously completed works noted from Task 2 (Literature Review), and findings from Task 4 (Engineering Assessments, Evaluations, and Reports) shall be summarized into the DDR. The DDR shall also discuss, but not be limited to, the following:

- History and background relevant to the PROJECT
- Purpose and goals of the PROJECT
- Existing conditions of the facility and features within the PROJECT limits
- Selected design alternative
- Appropriate design standards, regulations, and codes
- Technical data and engineering assessments as part of Task 3, including but not limited to:
 - Geotechnical/Hydrogeological Analysis
 - Structural Analysis
 - Construction impacts, methods, and phasing considerations
- Environmental constraints
- Right-of-way considerations
- Utility considerations
- Agreements, permits, and approvals required
- Community engagement and public outreach results
- Projected lifecycle cost and cost-benefit analysis
- Construction cost estimate
- Maintenance requirements/interval

The DDR shall accompany each milestone submittal – 35%, 65%, 95%, and final – and be updated as necessary with each submittal to support the latest considerations and design aspects of the PROJECT.

5. Environmental Documentation

Following the 35% design seminar, the A-E shall prepare all environmental documentation required to support the CEQA determination. This task includes the preparation of all necessary technical studies addressing the environmental impacts of the PROJECT, including but not limited to, studies related to aesthetics, biological resources, water quality, and recreation. All CEQA documents must be prepared in accordance with CEQA Guidelines Section 15162 and the County of Orange 2020 Local CEQA Procedures Manual.

In addition to document preparation, the A-E will coordinate all necessary activities to ensure that both the documentation and public outreach efforts comply with applicable regulatory requirements, facilitating the successful completion of the environmental review process. This includes managing the public involvement process, such as responding to public comments, and participating in community meetings, public hearings, and other CEQA-related events.

Due to the involvement of federal funding, the A-E shall also prepare all environmental documentation required to support the NEPA determination. The A-E's responsibilities under NEPA are similar to those under CEQA, encompassing the preparation of necessary documents, supporting technical studies, and active participation in the public involvement process to ensure compliance with federal requirements.

6. Regulatory Permit Coordination

OCPW has a Regulatory Unit who will lead the effort to obtain permits, approvals, and agreements for the PROJECT from regulatory agencies. The A-E is expected to supplement these efforts by providing a supporting role to OCPW, and coordinating closely with OCPW to ensure that all regulatory requirements are met and that the approval process proceeds efficiently. The A-E's responsibilities include, but are not limited to:

- Preparing detailed exhibits, drawings, calculations, and other supporting documentation to clearly highlight the scope, design, and anticipated impacts of the PROJECT
- Assisting in the preparation of permit applications and submittals, including providing technical input and responses to any requests for additional information from regulatory agencies
- Participating in meetings with regulatory agencies to provide technical explanations and justifications for the proposed work
- Ensuring that all PROJECT work and submissions align with applicable regulatory requirements and that any potential concerns are proactively addressed to facilitate the approval process

Although the exact permits have not been determined at this time because the design concept for the PROJECT has not been finalized, the following regulatory permits and agreements are potentially required:

- USACE/RWQCB – Nationwide Permit 54 – Living Shorelines
- OHP/SHPO – Section 106 Memorandum of Agreement or Programmatic Agreement
- CDFW – California Endangered Species Act Incidental Take Permit
- USFWS – Endangered Species Act Consultation, Section 7 or 10
- CCC – Amendments to Existing CDP including Maintenance and Monitoring Plan

7. Land Access and Right-of-Way Coordination

The A-E shall review topographic, boundary, title reports, and other survey data to identify all right-of-way and land access needs for the PROJECT. This includes, but is not limited to, identifying encroachment permits, easements, right-of-entry permits, and right-of-way acquisition needs, and summarizing all property rights into the DDR. For the 35% milestone, the A-E must identify and confirm all property rights required for the PROJECT.

OCPW and OC Parks will lead the effort to obtain all permits and property rights for the PROJECT from the various fee owner(s)/grantor(s). The A-E is expected to supplement these efforts by providing a supporting role to OCPW and coordinating closely with OCPW to ensure that all property rights are obtained efficiently. The A-E's responsibilities include, but are not limited to:

- Providing design support to OCPW when acquiring additional right-of-way, including any necessary temporary access or partial property acquisitions for construction easements
- Assisting in developing right-of-way agreements with relevant fee owner(s)/grantor(s), ensuring the needs of the PROJECT are met

- Preparing and supplying all required materials, exhibits, and documentation for the right-of-way aspects of the PROJECT
- Being available to facilitate and participate in coordination meetings and presentations related to right-of-way with OCPW and relevant fee owner(s)/grantor(s)

Although the exact permits and property rights have not been determined at this time because the design concept for the PROJECT has not been finalized, the following permits and property rights are potentially required:

- Capistrano Bay District – Right-of-Entry/Temporary Construction Easement
- California State Parks – Right-of-Entry/Temporary Construction Easement
- California State Land Commission – General Lease
- City of Dana Point – Encroachment Permits

8. Utility Engineering

The implementation of the PROJECT may require coordination for various existing utilities, including but not limited to local drainage systems, gas, sewer, electric, communication, irrigation, and water lines. The A-E shall provide engineering design support and technical expertise to assist OCPW, who will serve as the primary point of contact with utility companies for all formal requests, notifications, and approvals. The A-E shall identify all potential utility conflicts and avoid unnecessary utility impacts during the design development phase of the PROJECT. This includes reviewing record drawings and utility maps and checking for any missing, outdated, or conflicting information. The A-E shall develop and maintain an updated and comprehensive utilities disposition matrix and composite map that tracks and displays utility locations and information. The A-E will also prepare any utility-related agreements, documentation, and exhibits, and facilitate communication with utility agencies and other parties to support OCPW's coordination efforts. This includes providing any necessary materials to assist OCPW in negotiations or agreements with utility providers and attending and facilitating coordination meetings and presentations related to utility issues.

If utility field locating services such as ground-penetrating radar (GPR) and potholing are required, the A-E shall be fully responsible for procuring and performing all such services. This includes obtaining necessary permits, managing field activities, and preparing exhibits that identify areas of investigation and design elements in conflict. The A-E shall ensure a thorough and accurate location of all utilities within the PROJECT area, summarizing findings and additional investigation needs in the 35% milestone, with all utility conflicts addressed by the 65% milestone.

By the 35% milestone, the A-E shall have identified and confirmed all impacted utilities within the PROJECT limits and proposed viable solutions, such as relocation or abandonment. The A-E shall ensure that all required utility relocations or abandonment agreements and permits are in place by the 95% milestone. In the event of any new conflicts or issues with utilities discovered during the final design, the A-E shall immediately notify OCPW for resolution.

9. Development of Plans, Specifications, and Estimates (PS&Es)

The A-E shall be responsible for designing and developing the complete PS&E package for the PROJECT. This includes all necessary plans, specifications, and estimates, in addition to other essential designs, renderings, exhibits, and documents to fully implement the PROJECT. The work must comply with all applicable design criteria, standards, regulations, codes, and governing requirements, including those outlined in regulatory permits, grading and encroachment permits, and CEQA/NEPA requirements. This includes all design and development work performed by sub-consultant(s).

Special Considerations on Plan Development: The A-E shall develop plans that consider a +12-feet MLLW beach platform (beach berm) elevation and clearly identify the mean high tide line determined by survey. The plans shall also incorporate dune perimeter and sand retention fencing that's visually permeable and uses natural materials to the maximum extent feasible. The plans shall identify the location of construction, including the location of maintenance staging and stockpile areas, which are to be on existing paved areas and shall avoid impacts to public parking and scenic views to the maximum extent feasible. A Berm and Dunes Construction and Inspection Plan will be developed that identifies source sites for beach-compatible sand and cobble along with an excavation and sorting plan. The plans must be developed to align with the Capistrano Beach County Park Sand Compatibility and Use Guidelines, as approved under CDP No. 5-19-0345. Additionally, the project plan set shall incorporate coastal trail detour plans during and after construction and consider unpaved dune walkover paths, pedestrian, bicycle, and vehicle access through this route, maximizing accessibility to the greatest extent feasible.

The A-E shall develop a coastal dune planting plan that incorporates the locations, numbers, and spacing of individual container plant species along with the methods of seeding, planting, erosion control and temporary irrigation plans (if needed). The planting plan shall be informed by historical records, literature, and the recommendations from a pre-construction biological survey and tribal consultation input to inform the final plant palette, incorporating native, non-invasive, site-appropriate coastal southern foredune species, the weight of seeds, and/or the number and size of container plants for each dune species.

Drafting and Format Standards: All plans must be computer-drafted on standard 22"X34" size sheets using Autodesk AutoCAD with OC Public Works borders and title blocks. The PS&E package shall be prepared following the latest County of Orange CAD Standards Manual, and the specifications (Special Provisions for Construction) shall be formatted to meet OCPW standards. Final specifications must be provided in both PDF and DOCX format.

Submittal Milestones and Review Process: The A-E shall develop and submit the PS&E package at 35%, 65%, 95%, and 100% milestone. At a minimum, the components listed in the table below shall be included within the PS&E Submittal unless otherwise approved by OCPW. The A-E shall not advance between milestone submittals without written authorization from OCPW. For each submittal, the A-E must allow 15 working days for peer review by OCPW and other relevant parties. Upon receipt of comments and recommended revisions, the A-E shall document these in a Peer Review Response Matrix and proceed with necessary revisions after OCPW concurrence. Each subsequent submittal must include the updated Peer Review Response Matrix from the previous review cycle.

Final PS&E Submittal: Upon addressing all feedback and revisions from the 95% review, the A-E shall provide a complete final PS&E package (100% project completion) to OCPW. This submission must include final plans, specifications, design calculations, quantity calculations, and the engineer's estimate.

Constructability and Biddability Reviews: The A-E shall routinely conduct constructability and biddability reviews to identify discrepancies, inconsistencies, or issues related to clarity, consistency, and coordination among subcontractors and suppliers. Reviews should consider, but not be limited to, construction accessibility, traffic detours, phasing, right-of-way conflicts, utility relocations, environmental compliance, and adherence to all design criteria, standards, regulations, codes, and governing requirements.

PS&E Submittal Milestone Requirements			
	35% Milestone Submittal	65% Milestone Submittal	95% Milestone Submittal
Plans	<u>Required:</u> <ul style="list-style-type: none"> Horizontal and vertical alignment Mean high tide line mapped for jurisdictional delineation Known utilities and utility conflicts All existing topographic features <u>The following plan sheets are included:</u> <ul style="list-style-type: none"> Plan & Profile Typical Sections Construction Notes for Major Construction Items Draft Water Quality Features/BMP Hydraulic Data Table Draft Structural Details and Steel Schedules Site Exploration Map and Soil Borings <u>Optional:</u> <ul style="list-style-type: none"> Station Cross Sections Construction Details 	<u>Required:</u> <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 <u>Optional:</u> <ul style="list-style-type: none"> Station Cross Sections Construction Details Preliminary Traffic Detour/Control Plans 	<u>Required:</u> <ul style="list-style-type: none"> Station Cross Sections Construction Details Preliminary Traffic Detour/Control Plans
Specifications	<u>Required:</u> <ul style="list-style-type: none"> Draft Bid Schedule (w/ Draft quantities) <u>Optional:</u> <ul style="list-style-type: none"> Order of Work Bid Item Specifications for major construction items 	<u>Required:</u> <ul style="list-style-type: none"> Order of Work Bid Item Specifications <u>Optional:</u> <ul style="list-style-type: none"> Bid Item Payment Clause 	<u>Required:</u> <ul style="list-style-type: none"> Bid Item Payment Clauses
Estimates	The developed 35% Engineer's Estimate shall be classified as <u>Class 3</u> in accordance with the Association for the Advancement of Cost Engineering International's (AACEI) cost estimate classification system.	The developed 65% Engineer's Estimate shall be classified as <u>Class 3</u> in accordance with the Association for the Advancement of Cost Engineering International's (AACEI) cost estimate classification system.	The developed 95% Engineer's Estimate shall be classified as <u>Class 3</u> in accordance with the Association for the Advancement of Cost Engineering International's (AACEI) cost estimate classification system.

10. Construction Support

During the bid advertisement period, if any item on the final PS&Es is unclear, the A-E shall evaluate the item with OCPW and OC Parks who will decide the appropriate corrective action. This action may take the form of an addendum or bulletin prepared by the A-E and issued by OCPW, or a Contract Change Order (CCO) after the construction contract is awarded. Additionally, during the bid advertisement period, the A-E shall evaluate all questions and comments regarding the design concept and intent of the PROJECT but shall defer to OCPW for final resolution. Furthermore, depending on the variation of bid proposals received, the A-E shall assist with the review and evaluation of these proposals for OCPW to decide upon.

During the construction period, the A-E shall perform field visits and attend site meetings such as pre-construction meetings and pre- and final job walks, and respond to questions or comments from the Contractor (separate from Task 1) about the design and/or construction of the PROJECT.

The A-E shall also review and take appropriate action upon Requests for Information (RFIs), CCOs, and submittals, which include, but are not limited to, shop drawings (including calculations), samples of construction material, material testing reports/certifications, product data as required per the contract documents, and scaffolding/falsework drawings, specifications, and calculations. All actions by the A-E must align with and support the PROJECT goals.

The A-E shall make adjustments, modifications, or revisions to the design as needed due to unanticipated or unknown field conditions encountered during construction. These changes shall be documented and incorporated into the original construction plans and specifications to produce a final “as-built” or record set of contract documents for OCPW records.

Note that this Task corresponds to Phase 2, the Construction Phase.

11. Update Maintenance and Monitoring Plan

The A-E shall update the concept Maintenance and Monitoring Plan (MMP) to reflect final design elements and to be in substantial conformance with the approved CCC CDP. This plan will serve as a framework that effectively addresses operational, maintenance, and regulatory needs, satisfying both internal and external stakeholder requirements. The MMP must establish short-term, mid-term, and long-term adaptation strategies, in addition to expected performance metrics such as those for dune health and documentation/reporting requirements to track and monitor maintenance activities and performance outcomes post-construction.

The MMP shall include considerations for vegetation establishment within the first year post-construction, as well as address impacts to nesting birds, aquatic animals, and other species of concern, with input from local tribes, to ensure these factors are managed effectively.

This updated plan must also include provisions for monitoring and assessing shoreline erosion to evaluate the PROJECT’s performance post-construction. The monitoring activities should prioritize measuring tidal water level, wave conditions, overtopping events, seasonal and storm-driven erosion/accretion, cobble movement, and dune establishment.

To support the goal of scalability, the A-E shall identify criteria and guidelines that allow the PROJECT to serve as a model for similar efforts at other locations. These guidelines should cover factors such as site-specific conditions, design modifications, performance metrics, monitoring protocols, and regulatory compliance.

The A-E shall also develop an emergency action plan to address potential safety and environmental concerns, identifying specific triggers for applying for an emergency CDP from CCC. Triggers may include scenarios when

the cobble becomes a projectile hazard, causes adverse impacts due to erosion or sand migration, or when significant loss of shoreline amenities and infrastructure is imminent. The plan should outline immediate response actions, communication protocols, and mitigation measures to manage and resolve these issues promptly.

Other details of the MMP include provisions for beach renourishment. The A-E must identify beach nourishment methods to support shoreline protection and habitat, detailing the access routes, staging areas, and native planting and seeding requirements post-construction, as well as define the techniques, frequency, and volume for sand replenishment to ensure effective and sustainable shoreline management.

Furthermore, the MMP must include provisions for daily operations, and routine maintenance such as trash and debris collection and removal, and define roles and responsibilities for operations and maintenance, including qualifications and training requirements for maintenance personnel.

Attachment B: Cost/Compensation**I. COMPENSATION:** This is a **time and materials** Contract between County and A-E for **Capistrano Beach Nature-Based Shoreline Adaptation** 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 and District shall have no obligation to pay any sum in excess of the amount specified in Article 1.4 of the Contract unless authorized by amendment in accordance with Paragraphs 6.3 and 6.19 of the 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:**1. Classification Rates:**

GHD INC.	
<u>Classification Titles</u>	<u>Hourly Rate</u>
Senior Technical Director 1	\$308.00
Senior Technical Director 2	\$287.00
Senior Technical Director 3	\$266.00
Technical Director 1	\$252.00
Technical Director 2	\$238.00
Senior Professional 1	\$217.00
Senior Professional 2	\$203.00
Professional 1	\$196.00
Professional 2	\$168.00
Professional 3	\$150.50
Vacationer/Intern	\$140.00
Lead Design Technician 1	\$276.50
Lead Design Technician 2	\$255.50
Lead Design Technician 3	\$231.00
Senior Design Technician 1	\$277.50
Senior Design Technician 2	\$213.50
Design Technician 1	\$196.00
Design Technician 2	\$182.00
Drafting/Design 1	\$175.00
Drafting/Design 2	\$150.50
Drafting/Design 3	\$140.00
Drafting/Design 4	\$133.00
Intern Drafting/Design	\$119.00

Placeworks Inc. (Community/Tribal Engagement and Environmental Documentation)	
<u>Classification Titles</u>	<u>Hourly Rate</u>
Managing Principal	\$285.00

Principal 3	\$275.00
Principal 2	\$265.00
Principal 1	\$255.00
Associate Principal 3	\$245.00
Associate Principal 2	\$240.00
Associate Principal 1	\$230.00
Senior Associate 3	\$190.00
Senior Associate 2	\$180.00
Senior Associate 1	\$200.00
Associate 3	\$190.00
Associate 2	\$180.00
Associate 1	\$170.00
Project Planner 3	\$160.00
Project Planner 2	\$150.00
Project Planner 1	\$140.00
Planner 3	\$130.00
Planner 2	\$120.00
Planner 1	\$110.00
Intern 3	\$100.00
Intern 2	\$ 95.00
Intern 1	\$ 85.00
Senior editor	\$150.00
Word Processor	\$135.00
Graphics Specialist	\$130.00
Contracts Administrator	\$185.00

Group Delta Consultants (Geotechnical Lead and Materials Testing)	
<u>Classification Titles</u>	<u>Hourly Rate</u>
Principal	\$275.00
Associate	\$250.00
Senior	\$225.00
Project	\$190.00
Staff	\$175.00
Drafting	\$110.00

Nature Collective (Construction Support and Maintenance and Monitoring Plan)	
<u>Classification Titles</u>	<u>Hourly Rate</u>
Restoration Ecologist	\$115.00

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

Note: 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.

- 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 (MA-012-25010139)
- F. Service Date
- G. Description of Services
- H. Total
- I. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

Per Task Order:

Anthony Ty

Email: Anthony.Ty@ocpw.ocgov.com

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**(Complete and submit as #2. A.1., in Part 3 of Section II “Response Requirements”)****1. A-E KEY PERSONNEL**

Name	Classification/Designation	Years of Experience	Years with Current Firm	Licenses/Certifications (include license number)
Brian Leslie	Project Director Sr. Coastal Scientist	20	7	Certificate – Coastal Engineering, Old Dominion University
Aaron Holloway, PE	Sr. Engineer-Coastal and Maritime	20	5	CA Civil Engineer #71640
Nick Sadrpour	Coastal Scientist	10	1	Certified Coastal Practitioner, Coastal Zone Foundation
Gillian Millar, CEng, RPEQ	Technical Director/Maritime & Coastal Engineer	24	7	Chartered Civil Engineer Registered Professional Engineer, Queensland
Andrea Hilton	Environmental Planner	19	6	N/A
Brett Vivyan, PE, QSD/P	Civil Engineer	14	15	CA Civil Engineer #84167; Qualified Stormwater Pollution Prevention Plan (SWPPP) Developer/Practitioner #25527
Steve Ferrero, PE	Senior Cost Consultant	30	1.5	CA Civil Engineer #52267; Certificate, Advanced Project Management, Stanford University
Charles Robin (Rob) Stroop, PE, GE	Associate Geotechnical Engineer	38	10	CA Professional Engineer #44964; CA Geotechnical Engineer #2298; U.K. Chartered Engineer #506063
Matthew Fagan, PE, GE	Sr. Geotechnical and Materials Engineer	31	15	CA Professional Engineer #57248; CA Geotechnical Engineer #2569;

C.C. LaGrange, ASLA	Senior Associate	18	8	CA Landscape Architect #6041
Malia Durand	Associate Principal	18	2	Certified Inspector of Sediment and Erosion Control In-Training (CISEC-IT)

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 subconsultant(s) in any given project function shall be allowed only with prior written approval of the County Project Manager.

Corporate Name	Corporate/Local Address	Contact Name	Telephone Number	Project Function	DVBE Certification Number	SBA Certification Number
Placeworks, Inc.	3 MacArthur Place, Suite 1100 Santa Ana, CA 92707	C.C. LaGrange, ASLA, PLA	714.966.9220 ext. 2348	Community/Tribal Engagement; CEQA/ NEPA Environmental Documentation		
Group Delta Consultants	32 Mauchly, Suite B Irvine, CA 92618	Charles Robin (Rob) Stroop, PE, GE	619.990.4269	Geotechnical and Materials Engineering		
Nature Collective	777 S. Highway 101, Suite 112 Solana Beach, CA 92075	Bradley Nussbaum, Operations Director	858.704.4554	PS&E, Construction Support, Update Maintenance & Monitoring Plan		

(*If more than one local address please use a separate sheet)

Attachment D: GHD INC. Detailed Fee Breakdown

Task Description		Brian Leslie	Aaron Holloway	Nick Sadrpour	Gillian Millar	Andrea Hilton	Brett Vivyan	Daniel Dedina	James Evans	Braden Froble	Nicole Greenberg	Colby Phelps	Steve Ferrero	Michelle Davidson	Total Hours	Labor Total	Placeworks	Group Delta	Nature Collective	Subs Markup	Total Subcontractors	Disbursement	Disb. Markup	Total Disbursements	Estimated Project Total
		A004 - Technical Director 1	A004 - Technical Director 1	A006 - Senior Professional 1	A003 - Senior Technical Director 3	A004 - Technical Director 1	A005 - Technical Director 2	A009 - Professional 2	A006 - Senior Professional 1	A009 - Professional 2	A005 - Technical Director 2	B004 - Senior Design Technician 1	A004 - Technical Director 1	A006 - Senior Professional 1											
		\$252	\$252	\$217	\$266	\$252	\$238	\$168	\$217	\$168	\$238	\$228	\$252	\$217											
Task 1.1	Project Management	36	148	8	0	8	8	8	0	0	0	0	0	0	216	\$53,368	\$3,650	\$0	\$0	\$365	\$4,015	\$0	\$0	\$0	\$57,383
Task 1.2	Community Engagement	8	16	0	0	0	0	0	0	0	0	0	0	0	24	\$6,048	\$40,560	\$0	\$0	\$4,056	\$44,616	\$0	\$0	\$0	\$50,664
Task 1.3	Tribal Engagement	12	24	0	0	0	0	0	0	0	0	0	0	0	36	\$9,072	\$25,660	\$0	\$0	\$2,566	\$28,226	\$0	\$0	\$0	\$37,298
Task 2	Literature Review	4	4	24	0	0	0	0	0	8	0	0	0	0	40	\$8,568	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,568
Task 3	Engineering Assessments, Evaluations	8	8	8	24	0	24	40	24	8	0	0	16	4	164	\$36,036	\$0	\$27,000	\$0	\$2,700	\$29,700	\$1,260	\$126	\$1,386	\$67,122
Task 4	Design Documentation Report	8	16	0	8	0	16	8	40	8	0	0	8	0	112	\$25,368	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,368
Task 5	Environmental Documentation	16	8	0	0	40	0	0	0	0	60	0	0	0	124	\$30,408	\$90,230	\$0	\$0	\$9,023	\$99,253	\$0	\$0	\$0	\$129,661
Task 6	Regulatory Permit Coordination	8	8	0	0	30	0	0	0	0	0	0	0	0	46	\$11,592	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,592
Task 7	Land Access and Right-of-Way Coordination	2	16	0	0	0	4	0	0	0	0	8	4	0	34	\$8,320	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,320
Task 8	Utility Engineering	2	4	0	0	0	8	0	0	0	0	4	0	16	34	\$7,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,800
Task 9	Plans, Specifications, and Estimates	32	80	0	8	0	120	32	60	0	0	240	160	8	740	\$174,084	\$9,490	\$0	\$3,000	\$1,249	\$13,739	\$1,500	\$150	\$1,650	\$189,473
Task 10	Construction Support	24	60	0	0	40	0	0	120	60	0	0	0	0	304	\$67,368	\$0	\$9,500	\$9,000	\$1,850	\$20,350	\$5,900	\$590	\$6,490	\$94,208
Task 11	Updated Maintenance & Monitoring Plan	8	8	0	0	12	0	0	0	40	0	0	0	0	68	\$13,776	\$0	\$0	\$5,000	\$500	\$5,500	\$0	\$0	\$0	\$19,276
		168	400	40	40	130	180	88	244	124	60	252	188	28											
Estimated Project Total		\$42,336	\$100,800	\$8,680	\$10,640	\$32,760	\$42,840	\$14,784	\$52,948	\$20,832	\$14,280	\$57,456	\$47,376	\$6,076	1942	\$451,808	\$169,590	\$36,500	\$17,000	\$22,309	\$245,399	\$8,660	\$866	\$9,526	\$706,733