

10. Scheduler;
11. Archeo/Paleo Monitor;
12. Biological Monitor;
13. Deputy/Special Inspector(s); and
14. All other personnel/classifications required to provide full Landfill Construction Support Services as described herein.

IX. ASSUMPTIONS

- A. The Scope of Work for these project services are based on County's and A-Es experience with similar construction projects and includes the following assumptions:
 1. In general, the Approximate Total Project/Task Duration consist of the following project phases:
 - a. Design;
 - b. Preconstruction/Advertisement;
 - c. Construction; and
 - d. Close-Out.
 2. 4-hour minimum for field CQA Monitor if called out on a part-time basis;
 3. Prevailing wage is anticipated for all staff performing actual work on a public works project;
 4. Full-time staff may be required to work alternate working days including Saturdays, minor holidays or as directed by the County Project Manager in those instances where construction procedures require a revised work schedule and where overtime compensation is approved by the County Project Manager. The A-E shall provide sufficient staffing to cover alternate working days without the need for overtime.
 5. Copies of the current plans, specifications and estimates (if existing/available) may be available to A-E upon request.

X. TIME OF PERFORMANCE

- A. The County makes no representation as to when the construction will be performed and completed and the time of performance of the actual construction of the contract, regardless of the changes in schedule thereof, and whether such changes are within control of the County.
- B. As between the A-E and the County, the A-E assumes the risk of suspensions of or delays in performance of the Contract, with the following exceptions:
 1. The Construction Contractor fails to finish on the scheduled completion date as a result of failure by the County to act within a reasonable time to provide necessary information, prompt reviews, decisions and other matters essential to the Project, and the County grants an extension of time to the construction contract for these reasons.
 2. The Construction Contractor fails to finish on the scheduled completion date as a result of Force Majeure, strikes or inability to obtain materials on time through no fault of the Construction Contractor, and the County grants an extension of time for these reasons.
 3. The Construction Contractor fails to finish on the scheduled completion date for reasons under control of the Construction Contractor and the County requires the A-E to provide inspection and coordination of construction services beyond the scheduled completion date.
- C. A Notice to Proceed (NTP) shall be issued to the A-E soon after contract or task order execution. Scheduling of the required services shall be coordinated with the County Project Manager. It is anticipated that services for Constructability Review will commence soon after the issuance of the NTP. Construction Management, Construction QA/QC, Surveying and Archeological/Paleontological

services shall be performed as directed by the County Project Manager and in accordance to the applicable project phase.

**ATTACHMENT B
 COST/COMPENSATION**

I. COMPENSATION: This is a **time and materials** usage Contract between County and A-E for On-Call Landfill Construction Support Services as set forth in Attachment A, “Scope of Work”.

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

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

A. Classification Rates:

TETRA TECH BAS, INC.	
Classification Titles	Hourly Rate
Construction Management	
Principal-in-Charge	\$255.00
Senior Project Director	\$247.00
Senior Construction Manager	\$220.00
Construction Manager	\$182.00
Senior Estimator	\$170.00
Estimator	\$135.00
Senior Scheduler	\$170.00
Scheduler	\$133.00
Construction Engineering Technician	\$165.00
Administrative Support	\$79.00
Lead Inspector/Chief Technician	\$150.00
Inspector/Construction Supervisor	\$160.00
Office Support/Clerical	\$88.00
Surveying	
Professional Land Surveyor	\$208.00
Project Surveyor	\$153.00
1-person Survey Party w/ Equipment	\$232.00
2-person Survey Party w/ Equipment	\$261.00
3-person Survey Party w/ Equipment	\$320.00
Engineering/Environmental	
Principal Solid Waste Planner	\$241.00
Division Engineer	\$236.00
Electrical Engineer	\$188.00
Senior Project Designer	\$175.00
Project Designer	\$164.00
Senior Designer	\$150.00
CADD Designer/Drafter	\$145.00
Designer	\$137.00
Senior Drafter	\$128.00
Drafter	\$118.00
Senior CADD Operator	\$104.00

Regulatory Compliance Manager	\$168.00
Regulatory Compliance Specialist	\$133.00
Senior Environmental Scientist	\$162.00
Senior Environmental Specialist	\$141.00
Environmental Specialist	\$99.00
Estimator/Specification Writer	\$140.00
Sr. Landscape Architect	\$177.00
Landscape Architect	\$136.00
Project Accountant/Analyst	\$96.00
Senior Project Coordinator	\$165.00
Project Coordinator	\$100.00
Senior Technical Editor	\$101.00
Administrative Assistant	\$78.00
Office Services Clerk	\$88.00
Project Manager I (PM-I)	\$184.00
Project Manager II (PM-II)	\$194.00
Project Manager III (PM-III)	\$209.00
Engineer (E)	\$103.00
Engineer I (E-I)	\$118.00
Engineer II (E-II)	\$131.00
Engineer III (E-III)	\$142.00
Engineer IV (E-IV)	\$149.00
Engineer V (E-V)	\$165.00
Engineer VI (E-VI)	\$174.00
Engineer VII (E-VII)	\$185.00
Principal (P)	\$267.00
Senior Principal (SP)	\$303.00
Chief of Survey Parties (CSP)	\$154.00

GEO-LOGIC ASSOCIATES, INC.	
Classification Titles	Hourly Rate
QA/QC/Geotech	
Senior Principal	\$240.00
Principal Engineer/Geologist	\$229.00
Project Manager	\$229.00
QA/QC Manager/Senior Project Geologist	\$229.00
Associate (E-IV)	\$202.00
Sr. Engineer/Geologist	\$180.00
Project Engineer/Geologist	\$168.00
Sr. Staff Engineer/Geologist/Staff Geologist II	\$112.00
Staff Engineer/Geologist/Staff Geologist I	\$98.00
Construction Engineer Tech - Regular (non-PW)	\$110.00
Construction Engineer Tech - Overtime (non-PW)	\$140.00
Soils/Asphalt/Field Tech – Prevailing Wage	\$115.00
Soils/Asphalt/Field Tech – Prevailing Wage Overtime	\$145.00
Soils/Asphalt/Field Tech – Prevailing Wage Doubletime	\$175.00
Drafter	\$130.00
Project Administrator/Project Analyst	\$81.00
Technical Assistant	\$81.00
Word Processor	\$81.00
Technician I Office/Env Specialist	\$67.00
Technician I Field/Env Specialist (w/vehicle)	\$82.00
Technician II Office/Env Specialist II	\$86.00
Technician II Field/Env Specialist (w/ vehicle)	\$100.00
Senior Technician Office	\$110.00
Senior Technician Field	\$124.00

Supervising Technician Office	\$134.00
Supervising Technician Field	\$150.00
Managing Technician office	\$162.00
Managing Technician Field	\$178.00
CADD Designer	\$130.00
CADD Operator/Geotechnical Draftsperson	\$111.00
Geotechnical Clerk/Word Processor	\$74.00
Principal II Professional	\$258.00
Principal I Professional	\$237.00
Supervising Professional	\$199.00
Senior Professional	\$193.00
Project III Professional	\$155.00
Project II Professional	\$161.00
Project I Professional	\$161.00
Staff III Professional	\$93.00
Staff II Professional	\$88.00
Staff I Professional	\$78.00
Technician I	\$77.50
Technician II	\$87.50
Technician III (or Minimum Prevailing Wage)	\$103.00
Technician IV	\$115.00
Laboratory Manager	\$134.00
Principal Technician	\$166.00
CADD/GIS/Database Manager I	\$103.00
CADD/GIS/Database Manager II	\$118.00
CADD Designer	\$118.00
GIS Specialist	\$97.00
Administrative Assistant I	\$78.00
Administrative Assistant II	\$90.00
Technical Editor	\$97.00
Senior Technical Editor	\$101.00

ECORP CONSULTING, INC.	
Classification Titles	Hourly Rate
Archae/Paleo/Bio	
Principal/QA/QC/Manager	\$190.00
Associate Archaeologist	\$90.00
Associate Paleontologist	\$90.00
Field Crew	\$85.00
Principal Biologist	\$170.00
Associated Biologist	\$95.00
Senior Biologist/Regulatory Permitting/Restoration Ecologist	\$150.00
Senior Paleontological Resource Manager/Principal Investigator	\$161.00
Director of Cultural Resources/Principal Investigator	\$180.00
Senior Archaeologist/Paleontologist	\$135.00
Staff Archaeologist/Paleontologist	\$115.00
Staff Biologist/Regulatory permitting/Restoration Ecologist	\$125.00
Assistant Biologist	\$85.00
Senior GIS Specialist	\$115.00
GIS Specialist/CAD Specialist	\$90.00
Word Processing/Production Coordinator/Graphic Designer	\$85.00
Project Accountant/Contracts	\$115.00
Technical Editor	\$97.00
Clerical/Production Tech	\$75.00

*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.

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

B. Total Contract Amount Shall Not Exceed: ~~\$1,750,000~~ \$1,400,000

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 & Delivery Order (DO) number
- F. Contract Task Order (CTO) Project Title
- G. County Project Job Number
- H. Service Date
- I. Description of Services
- J. Approved CTO Amount
- K. Percent Complete
- L. Previously Invoiced Amount
- M. Current Amount Due
- N. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

TBA – Per Contract Task Order

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

ATTACHMENT C
STAFFING PLAN

1. A-E KEY PERSONNEL

Name	Classification/ Designation	Years of Experience	Years with Current Firm	Licenses/Certifications (include license number)
Christine Arbogast	President Tt SWW, Principal	36	31	CA PE #C42578
Hal Arbogast	Sr. Construction Manager	37	3	CA PE #C40484 QSD/P #15800
Mike Bacsik	Construction Manager	32	9	-
Virginia Becerra	Sr. Compliance Specialist, Regulatory Compliance	33	30	-
Juan Carbajal	Project Manager, LFG CM	9	9	Engineer-in-Training
Michael Cox	Construction Manager	30	2	-
Kevin Cramer	Sr. Vice President, Scheduling	25	23	-
Julie Hauenstein	Project Manager, CM	15	15	CA PE #C77358
Dan Helt	Survey Manger, Survey Services	16	8	CA PE #C69347; CA Land Surveyor #8925
Derrick Kung	Engineer, LFG, CM	4	4	Engineer-in-Training
Caleb Moore	VP Solid Waste, Principal	22	18	CA PE #C66580
Mike Petrovich	Construction Manager	6	1	Engineer-in-Training
Greg Saul	Sr. Project Manager, Stormwater Management	24	9	CA PE #60600 QSD/P #1019
Paul Scott	Construction Manager	32	12	-
Ryan Wilson	Construction Supervisor	1	1	Engineer-in-Training
Vy Yannizzi	Project Manager	12	12	CA PE #83234

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. SUBCONTRACTOR(S)

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

Company Name & Address	Contact Name and Telephone Number	Project Function
Geo-Logic Associates 2777 E. Guasti Rd., Suite. 1 Ontario, CA 91761	John M. Hower, PG, CEG; Office 909-626-2282 ext. 5113, Mobile 858-864-2584	Construction Quality Assurance
ECORP Consulting, Inc. 2861 Pullman St. Santa Ana, CA 92705	Shannon Shaffer; Office 714-648- 0630, Mobile 714-651-2314	Biology/Archaeology/Paleontology