

C O N T R A C T

THIS CONTRACT, hereinafter referred to as “CONTRACT” for purposes of identification hereby numbered MA-080-17011060, and dated _____ day of _____, 20_____ is

BY AND BETWEEN

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

AND

PreScience Corporation, a California Corporation, hereinafter referred to as “A-E”,

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

RECITALS

WHEREAS, COUNTY requires professional services to accomplish projects and/or services (“PROJECTS/SERVICES”) as described in MA-080-17011060 Scope of Work for Construction Management & Inspection Services- Edinger Bridge Replacement over Bolsa Chica Channel, hereinafter referred to as “Attachment A,” attached hereto and incorporated herein by reference; and

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

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

1. GENERAL

1.1. Retainer

1.1.1. COUNTY does hereby retain A-E to perform the PROJECTS/SERVICES as required by this CONTRACT.

1.1.2. A professional, duly registered in the State of California, who shall be assigned to PROJECTS/SERVICES and whose services are offered by A-E and accepted by COUNTY is **Chuck Tran, P.E.**

1.1.3. A-E may employ special consultants/contractors for the accomplishment of the PROJECTS/SERVICES specified; and, it is agreed that only the following firms or independent consultants/contractors are to be employed to provide these PROJECTS/SERVICES, and that the aggregate money value of their PROJECTS/SERVICES shall not constitute more than forty-nine percent (49%) of the total amount of PROJECTS/SERVICES required under this CONTRACT:

- a. Leighton Consulting, Inc.- *Materials Testing/Geotechnical*
- b. MBI Media, Inc. – *Public Outreach*

- 1.1.4.** Consultants/contractors may be substituted and/or added by mutual agreement of A-E and the Director, County of Orange, OC Public Works or his designee, hereinafter referred to as "DIRECTOR".
- 1.1.5.** A-E's employment of independent consultants/contractors shall not relieve A-E from the performance of its own responsibilities pursuant to this 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. 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. A-E shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if A-E is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- 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, as needed, 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, or designee, 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 (Performance Period) and Maximum Compensation

- 1.4.1. This CONTRACT shall go into effect on **March 14, 2017**, contingent upon approval by COUNTY, and A-E shall commence work after notification to proceed by COUNTY'S Contract Administrator. The CONTRACT shall end on **March 13, 2020, unless extended by contract amendment**. The maximum allowable compensation is **one million six hundred sixty thousand dollars (\$1,660,000)**, except as permitted in Paragraph 1.5 below.
- 1.4.2. A-E is advised that any recommendation for contract award is not binding on COUNTY until the CONTRACT is fully executed and approved by COUNTY.

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 \$100,000 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 \$100,000, whichever is less.

- b. A-E's billing for the Extra Work shall include but not be limited to names of A-E's staff employed in the Extra Work, classification of employees and number of hours worked.

1.5.4. For partial completion of work of PROJECTS/SERVICES followed by default on part of A-E:

- a. For failure to complete and secure approval of the first required submittal, there shall be no compensation.
- b. For failure to complete and secure approval of other authorized phases, A-E shall, upon completion of PROJECTS/SERVICES by others, be entitled to receive compensation based on approved work of PROJECTS/SERVICES not to exceed the amounts specified in Attachment A for that particular submittal, plus the reasonable value as determined by COUNTY of the non-approved work; provided, however, that if the cost to COUNTY to complete the CONTRACT exceeds the amount specified herein, A-E shall be liable to COUNTY for such excess costs attributable to A-E's breach of the 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".

2.7 Prevailing Wages

- 2.7.1 A-E shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at COUNTY's office or may be obtained online at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> and must be posted at the job site. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the A-E and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

The COUNTY understands that not all work performed under this contract is subject to prevailing wages, but reminds the A-E that some employees may perform covered work, and therefore be subject to the payment of prevailing wages. Typical Crafts that are subject to

the payment of prevailing wage are, but not limited to the following:

- Building/Construction Inspector and Field Soils and Material Tester
- Laborer and Related Classifications
- Operating Engineer
- Field Surveyor

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. The Federal general prevailing wage rates for this project as predetermined by the United States Secretary of Labor are included as an attachment to this Contract. The link for the US DOL Davis-Bacon general prevailing wage rates is: <http://www.wdol.gov/dba.aspx> .

Attention is directed to the US DOL Davis-Bacon general prevailing wage rate requirements in the Contract Documents. If there is a difference between the general prevailing wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relational for similar classifications of labor, the A-E and all its subcontractors shall pay not less than higher wage rate. The COUNTY will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determined do not contain the State wage rate determined otherwise available for use by the A-E and all its subcontractors, the A-E and all its subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

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. 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 (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of A-E's current audited financial report. If A-E's SIR is approved, A-E, in addition to, and without limitation of, any other indemnity provision(s) in this CONTRACT, agrees to all of the following:

- 1 In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from A-E's, its agents, employee's or subcontractor's performance of this CONTRACT, A-E shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2 A-E's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3 The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the A-E's SIR provision shall be interpreted as though the A-E was an insurer and the COUNTY was the insured.

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

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including converge for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims made or per occurrence \$2,000,000 aggregate

B. Required Coverage Forms

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

1. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

C. Required Endorsements

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
 - a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, employees and agents* as Additional Insureds, or provide blanket coverage, which will state *As Required By Written Contract*.
 - a. A primary non-contributing endorsement using ISO Form CG 20 01 0413, or a form at least as broad evidencing that the A-E's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
2. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against *the County of Orange, its elected and appointed officials, officers, employees and agents*, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT*.
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 interests clause (standard in the ISO CG 001 policy).
7. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.
8. If the A-E fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

9. COUNTY expressly retains the right to require A-E to increase or decrease insurance of any of the above insurance types throughout the term of this CONTRACT. 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, 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, the County of Orange ("COUNTY"), their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the A-E. If judgment is entered against A-E and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of A-E and COUNTY or COUNTY INDEMNITEES, A-E and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve A-E of any insurance requirements or obligations created elsewhere in this 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 CONTRACT, COUNTY shall have the right to terminate this CONTRACT 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 CONTRACT, 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 CONTRACT, COUNTY may at any time, and without cause, terminate this CONTRACT 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 CONTRACT.
- 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. Ownership of Documents

6.9.1. 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.

6.9.2. 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.

6.10. Confidentiality

6.10.1. 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.

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

6.10.3. 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.

6.11. Publication

6.11.1. 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.

- 6.11.2.** 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 spokespersons for COUNTY projects without first obtaining permission from the COUNTY Project Manager.

6.12. Records and Audit/Inspections

- 6.12.1.** 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.
- 6.12.2.** 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.
- 6.12.3.** 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.
- 6.12.4.** 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.
- 6.12.5.** A-E shall have an adequate financial management system and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18 and 48 CFR Part 31.

6.13. Notices

- 6.13.1.** 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.
- 6.13.2.** 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.

6.13.3. 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:

PreScience Corporation
1521 E. McFadden Ave, Unit A
Santa Ana, CA 92705
Attn: Chuck Tran
Phone: 949-721-5640
E-mail: chuck.tran@prescienceengineers.com

For COUNTY: OC Public Works/OC Infrastructure Programs
300 N. Flower St
Santa Ana, CA 92703
Attn: Omeed Pour
Phone: 714-667-4908
E-mail: omeed.pour@ocpw.ocgov.com

cc: OC Public Works Procurement Services
300 N. Flower St., Suite 838
Santa Ana, CA 92703
Attn: Angela Shim
Phone: 714-667-9643
E-mail: angela.shim@ocpw.ocgov.com

6.14. Attorney's Fees

6.14.1. 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.

6.15. Interpretation

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

6.15.2. 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.

6.15.3. 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.

6.15.4. 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.

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

6.16. Headings

6.16.1. 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.

6.17. Acceptance

6.17.1. 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.

6.18. Changes

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

6.19. Assignment

6.19.1. 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.

6.20. Changes in Ownership

6.20.1. 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.

6.21. Force Majeure

6.21.1. 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.

6.22. Calendar Days

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

6.23. Title to Data

- 6.23.1.** 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.
- 6.23.2.** 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.
- 6.24. Availability of Funds**
- 6.24.1.** 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.
- 6.25. Contingency of Funding**
- 6.25.1.** 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.
- 6.26. Contract Construction**
- 6.26.1.** 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.
- 6.27. Conflicts of Interest**
- 6.27.1.** 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).
- 6.27.2.** 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.
- 6.28. Usage**
- 6.28.1.** 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.

7. FEDERALLY REQUIRED PROVISIONS

The following Federally required clauses supersede and control only where they conflict with the CONTRACT or Attachments thereto. In the event of a potential ambiguity between the Federal clauses and the remainder of the CONTRACT, COUNTY will be solely responsible for interpreting how to implement the CONTRACT.

7.1. ALLOWABLE COSTS AND PAYMENTS

- A. A-E will be reimbursed for hours worked at the hourly rates specified in A-Es Cost Proposal (Attachment B). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this CONTRACT.
- B. In addition, A-E will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to A-E through issuance of Task Orders.
- D. After a project to be performed under this CONTRACT is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to A-E for review. A-E shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and A-E.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in A-E's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, A-E shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. A-E shall not commence performance of work or services until this CONTRACT has been approved by COUNTY, and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this CONTRACT.
- J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project

and work shall not commence until a Task Order for that project has been executed by COUNTY.

- K. A-E will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which A-E is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this CONTRACT number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Section 7, subsection 7.7 Equipment Purchase of this CONTRACT, must be reimbursed by A-E prior to the expiration or termination of this CONTRACT. Invoices shall be mailed to COUNTY'S Contract Administrator at the following address:

OC Public Works/ OC Infrastructure Programs
Attn: Omeed Pour
300 N Flower St.
Santa Ana, CA 92703

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this CONTRACT.
- M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by CONTRACT amendment.
- N. If the A-E fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this CONTRACT.
- P. The total amount payable by COUNTY for all Task Orders resulting from this CONTRACT shall not exceed \$ 1,660,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this CONTRACT through Task Orders.

7.2. TERMINATION

- A. COUNTY reserves the right to terminate this CONTRACT upon thirty (30) calendar days written notice to A-E with the reasons for termination stated in the notice.
- B. COUNTY may terminate this CONTRACT with A-E should A-E fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this CONTRACT with A-E, COUNTY shall pay A-E the sum due to A-E under this CONTRACT prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the CONTRACT.

In which case the overage shall be deducted from any sum due A-E under this CONTRACT and the balance, if any, shall be paid to A-E upon demand.

- C. The maximum amount for which the COUNTY shall be liable if this CONTRACT is terminated is **\$1,660,000**.

7.3. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. A-E agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. A-E also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to A-E that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by A-E to COUNTY.

7.4. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; A-E, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All PARTIES shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of A-E and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

7.5. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this CONTRACT that is not disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, A-E may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse A-E from full and timely performance, in accordance with the terms of this CONTRACT.

- D. A-E and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a CONTRACT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the CONTRACT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is A-E's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The CONTRACT, cost proposal, and ICR shall be adjusted by A-E and approved by COUNTY contract manager to conform to the audit or review recommendations. A-E agrees that individual terms of costs identified in the audit report shall be incorporated into the CONTRACT by this reference if directed by COUNTY at its sole discretion. Refusal by A-E to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of CONTRACT terms and cause for termination of the CONTRACT and disallowance of prior reimbursed costs.

7.6. SUBCONTRACTING

- A. Nothing contained in this CONTRACT or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve A-E of its responsibilities and obligations hereunder. A-E agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by A-E. A-E's obligation to pay its subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to the A-E.
- B. A-E shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this CONTRACT shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. A-E shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to A-E by COUNTY.
- D. Any subcontract entered into as a result of this CONTRACT shall contain all the provisions stipulated in this CONTRACT to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

7.7. EQUIPMENT PURCHASE

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before A-E enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or A-E services. A-E shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in A-E's Cost Proposal and exceeding \$5,000 prior authorization by COUNTY's Contract

Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

- C. Any equipment purchased as a result of this CONTRACT is subject to the following: "A-E shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the CONTRACT, or if the CONTRACT is terminated, A-E may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If A-E elects to keep the equipment, fair market value shall be determined at A-E's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and A-E, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

7.8. STATE PREVAILING WAGE RATES

- A. A-E shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this CONTRACT, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

7.9. CONFLICT OF INTEREST

- A. A-E shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this CONTRACT, or any ensuing COUNTY construction project. A-E shall also list current clients who may have a financial interest in the outcome of this CONTRACT, or any ensuing COUNTY construction project, which will follow.
- B. A-E hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this CONTRACT.
- C. A-E hereby certifies that neither A-E, its employees, nor any firm affiliated with A-E providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this CONTRACT. An affiliated firm is one,

which is subject to the control of the same persons through joint- ownership, or otherwise.

- D. A-E further certifies that neither A-E, nor any firm affiliated with A-E, will bid on any construction subcontracts included within the construction contract. Additionally, A-E certifies that no person working under this CONTRACT is also employed by the construction contractor for any project included within this CONTRACT.
- E. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this CONTRACT shall have provided services on the design of any project included within this CONTRACT.

7.10. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

- A. A-E certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of A-E to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; A-E shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- C. A-E also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

7.12. STATEMENT OF COMPLIANCE

- A. A-E's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that A-E has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this CONTRACT, A-E and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. A-E and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. A-E and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this CONTRACT by reference and made a part hereof as if set forth in full. A-E and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The A-E shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The A-E, with regard to the work performed by it during the CONTRACT shall act in accordance with Title VI. Specifically, the A-E shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The A-E shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the CONTRACT covers a program whose goal is employment.

7.13. DEBARMENT AND SUSPENSION CERTIFICATION

- A. A-E's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that A-E has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in

the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining A-E responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

7.14. FUNDING REQUIREMENTS

- A. It is mutually understood between the PARTIES that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both PARTIES, in order to avoid program and fiscal delays that would occur if the CONTRACT were executed after that determination was made.
- B. This CONTRACT is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this CONTRACT. In addition, this CONTRACT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this CONTRACT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this CONTRACT may be amended to reflect any reduction in funds.
- D. COUNTY has the option to void the CONTRACT under the 30-day termination clause pursuant to Article 7.2, or by mutual agreement to amend the CONTRACT to reflect any reduction of funds.

7.15. CHANGE IN TERMS

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

7.16. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This CONTRACT is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this CONTRACT

will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

- B. The goal for DBE participation for this CONTRACT is 12%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the A-E CONTRACT DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the CONTRACT. If a DBE subconsultant is unable to perform, A-E must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. A-E or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this CONTRACT. A-E shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by A-E to carry out these requirements is a material breach of this CONTRACT, which may result in the termination of this CONTRACT or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this CONTRACT shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, A-E must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the CONTRACT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the CONTRACT, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the CONTRACT is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, CONTRACT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its CONTRACT with its own work force, or the DBE subcontracts a greater portion of the work of the CONTRACT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. A-E shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business

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

- J. Upon completion of the CONTRACT, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by A-E or A-E's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to A-E when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the CONTRACT, the decertified subconsultant shall notify A-E in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the CONTRACT, the subconsultant shall notify A-E in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within 30 days.

7.17. CONTINGENT FEE

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

7.18. DISPUTES

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

7.19. INSPECTION OF WORK

A-E and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this CONTRACT; to review and inspect the project activities and

files at all reasonable times during the performance period of this CONTRACT including review and inspection on a daily basis.

7.20. SAFETY

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

7.21. INSURANCE

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

herein provided, COUNTY may, in addition to any other remedies it may have, terminate this CONTRACT upon occurrence of such event.

7.22. OWNERSHIP OF DATA

- A. Upon completion of all work under this CONTRACT, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this CONTRACT will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. A-E shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this CONTRACT has been entered into.
- C. A-E is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by A-E under this CONTRACT; further, A-E is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by A-E.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

7.23. CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

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

7.24. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to A-E in order to carry out this CONTRACT, shall be protected by A-E from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the CONTRACT, shall not authorize A-E to further disclose such information, or disseminate the same on any other occasion.
- C. A-E shall not comment publicly to the press or any other media regarding the CONTRACT or COUNTY's actions on the same, except to COUNTY's staff, A-E's own personnel involved in the performance of this CONTRACT, at public hearings or in response to questions from a Legislative committee.
- D. A-E shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this CONTRACT without prior review of the contents thereof by COUNTY, and receipt of COUNTY'S written permission.
- E. Any subcontract entered into as a result of this CONTRACT shall contain all of the provisions of this Article.

7.25. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

7.26. EVALUATION OF A-E

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

7.27. RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this CONTRACT shall contain all of the provisions of this section.
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late

*County of Orange, OC Public Works
PreScience Corporation*

MA-080-17011060

payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

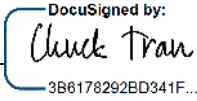
County of Orange, OC Public Works
PreScience Corporation

MA-080-17011060

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

PRESCIENCE CORPORATION,
a California Corporation,

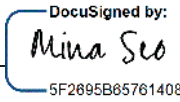
Date: 03/03/2017

By:  _____
Signature DocuSigned by:
3B6178292BD341F...

Chuck Tran Chairman of the Board / CEO
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: 03/03/2017

By:  _____
Signature DocuSigned by:
5F2695B65761408...

Mina Seo Chief Finance Officer/CFO
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

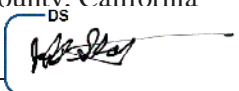
Date: _____

By: _____

Print
Name: _____

Title: _____

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

By:  _____

Deputy

**ATTACHMENT A
STATEMENT OF WORK****I. PURPOSE**

The intent of the CONTRACT is for the A-E firm to provide construction management and inspection services for Edinger Avenue Bridge Replacement over Bolsa Chica Channel Project (Project) in Huntington Beach and Seal Beach, California. This CONTRACT will be utilized to supplement COUNTY staff on the Project.

The Project is located in the City of Huntington Beach, at its western border with the City of Seal Beach. The proposed Project will replace the existing deteriorated timber bridge with a precast concrete bridge, widening the bridge width, upgrading the existing barrier railing, increasing the clearance for projected flood water elevations in the Bolsa Chica Channel, and have a life expectancy of 75 years. Portions of the roadway connecting to the Bridge require widening and reprofiling to provide for a smooth transition. Countess Drive will be improved and reprofiled to match the new Edinger Avenue, and will include various street improvements.

The services of the A-E will be required for the duration of the Project.

II. PERSONNEL REQUIREMENTS

The A-E shall assign a Resident Engineer/Structure Representative that is a licensed civil engineer in the State of California, one Construction Inspector, a part time Structural Material Inspector, a part time Scheduler, a part time Public Relations personnel, and a part time Engineering Assistant to the Project. The A-E shall provide the necessary personnel, inspection staff, equipment and transportation to facilitate the performance of the intended construction management and inspection services for the Edinger Avenue Bridge Replacement over Bolsa Chica Channel Project. The project has Federal funding, therefore it is imperative that all activities conform to federal requirements. The duration of the project is anticipated to be 22 months and commence in the Winter of 2017.

III. GENERAL

- A. Services furnished by the A-E firm shall be in general accordance with the Project, contract plans and special provisions, "Greenbook" Standard Specifications for Public Works Construction (2012 edition), California Department of Transportation (Caltrans) Standard Specifications (2010), Caltrans Standard Plans (2010), and all other documents stated in the Project Construction Agreement.
- B. The registered engineer and field inspector are expected to work a forty (40) hour week and the material inspector, engineering assistant, scheduler and public relations personnel to work part time/as needed during normal construction contract hours on designated working days or as directed by OC Public Works/OC Construction Representative (COUNTY Representative). Project engineer and inspectors may need to work alternate working days including Saturdays, minor holidays or as directed by the COUNTY Representative in those instances where construction procedures require a revised work schedule and where overtime compensation is approved by the COUNTY Representative. The A-E firm shall provide sufficient staffing to cover alternate working days without the need of overtime.
- C. County will provide a field office for the A-E, unless A-E is able to establish a working office at a place acceptable to the COUNTY.

- D. Attend and actively participate in on-site meetings as directed by COUNTY Representative. Schedule and lead weekly construction meetings with the Contractor and COUNTY, and provide meeting agendas and minutes in a timely fashion. A-E may also be required to schedule additional meetings, as needed, to facilitate proper instruction or to resolve discrepancies or conflicts.
- E. Public Relations: A-E shall provide experienced personnel to perform Public Relations (PR) for the Project, as needed, and at the direction of the COUNTY Representative. This work includes but is not limited to the following duties: maintaining Project webpage and other online services, creation and distribution of electronic handouts, displays, mailers, Project fact sheets, traffic advisories, respond to public inquires and complaints, maintain public communication log, and other activities as needed. Assist COUNTY in community outreach meetings and media relations. Coordinate work with COUNTY as applicable, property owners, other agencies, contractors, developers, and/or other project stakeholders.

IV. ENGINEERING

- A. Review and/or recommend approval of submittals and working drawings as required by the contract and/or submitted by the Contractor. These working drawings may include, but are not limited to, shop drawings, stress sheets, anchor bolt layouts, shop details, fabrication and erection plans, demolition plans, equipment lists, cofferdams, falsework, temporary support systems, concrete mix designs, form-work, and for other temporary work and methods of construction the Contractor proposes to use. Review Contractor submitted Request For Information (RFIs) and recommend sound engineering solutions in a timely manner.
- B. Review and advise the COUNTY Representative on the overall project schedule, including staging and completion dates, duration, milestones, and interfaces. Notify the COUNTY Representative immediately if the proposed work schedule does not conform to the contract documents, including the plans, specifications, and permits, or that may require special inspection or testing, or work stoppage.
- C. Review Progress Schedule (Critical Path Method) by Contractor and recommend for approval by COUNTY Representative.
- D. Ability to perform calculations such as grade, deflection, stress, alignment, bridge deck contours and quantity estimates. Knowledge and experience in design and/or construction of either temporary or permanent structures.
- E. Ability to use and reference the following:
1. Caltrans Falsework Manual
 2. Caltrans Foundation Manual
 3. Caltrans Prestress Manual
 4. Caltrans Deck Construction Manual
- F. Identify the scope of work for potential contract change orders.
- G. Prepare independent cost estimates for any changes resulting from design revisions or change in field conditions.
- H. Prepare, and recommend for approval by the COUNTY Representative, all contract change

orders.

- I. Evaluate the merit of any potential claims, or requests for equitable adjustment submitted by the Construction Contractor.
- J. Prepare analysis and response to any potential claims, including recommendations regarding settlement of the claims. Provide testimony at the request of the COUNTY Representative.
- K. Assist OC Construction in project related issues with other County Agencies or departments, engineering and material testing support firms, CEQA consultants, utilities agencies, etc.
- L. Assist COUNTY Representative in community outreach meetings and media relations.
- M. Coordinate work with COUNTY, as applicable, property owners, other agencies, contractors, developers, and/or other project stakeholders.
- N. Review for acceptance/approval of Storm Water Pollution Prevention Plan (SWPPP) in accordance with the general Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit, 2009-0009DWQ, including dewatering/diversion plans per the State's DeMinimus Permit).
- O. Perform bridge profilograph and skid testing as determined by the COUNTY Representative.
- P. Perform pile dynamic monitoring for pile penetration/bearing as determined by the COUNTY Representative.
- Q. Prepare weekly statement of working days and deliver to Contractor on a weekly basis.
- R. Monitor and aggressively manage the initiation, preparation, review and justification for Project cost reduction proposals submitted by the Contractor, Design Engineer, County, or other project participants to affect the most desirable benefit to the Project.
- S. Provide monthly progress reports to the County on the status of the Project, indicating major work activities, status of RFI's, Submittals, Change Orders and othe required information, in a format acceptable to the County. Reports may be requested more frequently or in a separate format, as requested by the County.
- T. Verification and documentation of Contractor fulfillment of construction Disadvantaged Business Goals (DBE).
- U. Perform Labor Compliance as determined by the COUNTY representative.

V. **INSPECTION**

- A. Prior to the start of the construction, if applicable, schedule a preconstruction meeting with personnel representing the COUNTY, the Construction Contractor, and any other involved agencies, including the utilities. This meeting will discuss contract progress schedules, material issues, Construction Contractor issues, right-of-way details, coordination with the utility companies, and other project related issues.
- B. Establish and maintain a submittal log for required submittals of shop drawings, material and

equipment certifications.

- C. Maintain a daily diary which shall describe in detail all work accomplished on a daily basis, weather conditions, number of personnel employed at the site by the Construction Contractor, quantities of materials incorporated into the project, construction equipment at the site, deliveries of construction materials, material shortages, tests, labor disputes, general observations, and any unusual occurrences.
- D. Possess certification for applicable California Test Methods (CTM) and/or the American Society for Testing Materials (ASTM) procedures as required.
- E. Conduct daily job site inspections to assure that the required equipment, materials, and methods of construction are in compliance with the contract drawings, specifications, and regulatory codes.
- F. Perform continuous on-site inspections of all construction work performed under contract to the COUNTY, including structural excavation, safety, trench shoring, earth moving operations, pile driving, installation of trench shoring, fabrication and erection of structural steel, erection of concrete forms and falsework, erection of reinforced steel, placement of concrete into reinforced concrete structures. Placement of concrete street improvement structures such as curb and gutter, sidewalks, and drive approaches. All quantities calculated daily and justified in accordance with Caltrans requirements.
- G. Perform inspections in accordance with construction contract, project, and special provisions, the "Greenbook" Standard Specifications for Public Works Construction (2012 edition), California Department of Transportation (Caltrans) Standard Specifications (2010), and Caltrans Standard Plans (2010).
- H. Assure that the materials provided and the work performed is in accordance with the contract drawings and specifications by obtaining material certifications as required prior to incorporating materials into work. Ascertain that all manufacturers' tests required by specifications are performed before materials or equipment is incorporated into the work. Promptly report to the COUNTY Representative any work or materials which fail to conform to the contract drawings or specifications. Recommend such actions as are necessary and adequate to obtain acceptable work and materials. Notify the Construction Contractor of any and all unacceptable work or material.
- I. Provide the COUNTY Representative with a schedule of materials to be inspected and/or tested and estimate the dates when these services will be necessary. Take samples and perform field/source-controlled tests of construction materials for quality assurance in accordance with California Test Methods (CTMs) and/or the American Society for Testing Materials (ASTM) procedures.
- J. Perform structural materials inspection and testing services and provide certified test results to the Resident Engineer and OC Public Works/Materials Lab. The COUNTY Materials Laboratory will perform various Quality Assurance testing (compaction testing, sand equivalent, gradation, cleanness value, concrete compressive strength, etc.). A-E shall coordinate with Lab for timely materials testing. A/E shall be responsible for all work required for fabricating concrete cylinders, in compliance with the CTM's. A-E inspector shall be currently Caltrans certified to perform required tests.
- K. Notify the COUNTY Representative of any additional testing or inspections necessary to ensure

compliance with the specifications. The COUNTY Representative shall have the sole right to decide if such additional testing and inspection are required and, if required, decide if such testing and inspections are "on-site" or "off-site".

- L. Maintain files on the job site for correspondences, reports of job conferences, test reports, shop drawings, material deliveries, certifications, diaries, other submissions, reproduction of original contract documents including all other project related documents and addenda, permits, contract change orders, supplemental drawings, and all other project related documents in accordance with the "Greenbook" Standard Specifications for Public Works Construction (2012 edition) or as directed by COUNTY Representative. The documents are to be placed in 4" 3-ring binders provided by the A-E, or as otherwise directed by the COUNTY. Ensure compliance with Caltrans Local Assistance Procedures Manual (LAPM) and federal requirements. The A-E shall also maintain a set of plans exclusively for the purpose of noting "As-Built" conditions as the work progresses. The COUNTY Representative will periodically provide staff on-site to audit construction management services provided by the A-E, and that the A-E shall cooperate with the auditor and shall correct deficiencies as noted.
- M. Measure and compute all construction quantities for pay items in accordance with the contract specifications. Prepare monthly progress payments and recommend payments.
- N. Ensure that the Construction Contractor complies with all local, state, and federal laws, ordinances, rules, regulations, regulatory/resource agency permits, and orders as provided by the contract.
- O. Ensure compliance with applicable regulations controlling the work being inspected including California Occupational Safety and Health Administration (Cal-OSHA).
- P. Document and notify the COUNTY Representative and the Construction Contractor's Safety Officer of observed safety deficiencies to ensure the condition is corrected by Construction Contractor. If not corrected, recommend appropriate steps, in accordance with the contract drawings and specifications to ensure public and worker safety.
- Q. The Field inspector shall inform the COUNTY Representative of observed labor relation problems.
- R. In the event interpretation of the meaning and intent of the contract drawings and specifications becomes necessary during construction, the Field inspector shall consult with the COUNTY Representative to ascertain the interpretation and transmit such information to the Construction Contractor.
- S. Advise the COUNTY Representative of all complaints and inquiries from property owners, citizens, officials, or others and assist the COUNTY staff in the investigation and answering of such complaints and inquiries. Maintain a log showing disposition of each complaint and inquiry.
- T. Review project for final completion and provide written notice that the work is ready for final inspection. Monitor and record the Construction Contractor's completion of all contract punch list items. Secure and transmit the required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, and final contract records to the COUNTY Representative.
- U. Measure and compute all final construction quantities for pay items in accordance with the contract specifications. Prepare notice of completion that the work has been completed in

- accordance with the drawings and specifications and that the final estimates of payment to the Construction Contractor are correct.
- V. Prepare detailed red line "As-Built" construction drawings to ensure that they show all changes or additions to the original contract documents and submit all final documents to the COUNTY Representative for acceptance within thirty (30) days of final inspection.
 - W. Be trained to use respirators and to work at heights using fall protection equipment.
 - X. Person engaged as welding inspector shall be currently certified as Certified Welding Inspector in accordance with American Welding Society (AWS) QC-1 standard.
 - Y. Person involved in providing inspection and testing services must demonstrate knowledge of fasteners and fastener installation requirements.
 - Z. Perform SWPPP compliance inspections and related duties. Document and take appropriate action to correct SWPPP and/or BMP deficiencies.
 - AA. County to provide all surveying for the Project. A-E required to coordinate survey requests in a timely manner consistent with requirements set by OC Survey.
 - BB. Take and promptly store pictures of the Project on a daily basis.
 - CC. Fill out incident (accident) reports.
 - DD. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.
 - EE. Document all Contractor delays, reasons for delay, length of time for delay, and phases of work.
 - FF. Provide miscellaneous construction management and inspection services not listed above, as needed, and at the direction of the COUNTY.

VI. 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 changes in schedule thereof, and whether or not 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 acts of God, 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.

VII. LIMITATION OF AUTHORITY

A-E shall NOT assume any of the following responsibilities:

- A. Authorize deviations from the CONTRACT documents.
- B. Authorize change orders or extra work for the Project.

**ATTACHMENT B
COST/COMPENSATION**

- I. COMPENSATION:** This is a **specific rates of compensation contract** between COUNTY and A-E for **Construction Management & Inspection Services- Edinger Bridge Replacement over Bolsa Chica Channel** 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 6.18 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:

PRESCIENCE CORPORATION									
<u>Classification Titles</u>	<u>2017 (Jan- Dec)</u>	<u>OT (1.5)</u>	<u>OT (DT)</u>	<u>2018 (Jan- Dec)</u>	<u>OT (1.5)</u>	<u>OT (DT)</u>	<u>2019 (Jan- Dec)</u>	<u>OT (1.5)</u>	<u>OT (DT)</u>
Project Manager	\$216.00	N/A	N/A	\$221.00	N/A	N/A	\$227.00	N/A	N/A
Resident Engineer/Structure Rep ^{1,2} (prevailing wage work)	\$202.00	\$202.00	\$216.00	\$207.00	\$207.00	\$224.00	\$212.00	\$212.00	\$227.00
Resident Engineer/Structure Rep (non-prevailing wage work)	\$202.00	N/A	N/A	\$207.00	N/A	N/A	\$212.00	N/A	N/A
SMR/Bridge Inspector ^{1,2} (prevailing wage work)	\$154.00	\$159.00	\$183.00	\$158.00	\$165.00	\$189.00	\$162.00	\$167.00	\$192.00
SMR/Bridge Inspector (non-prevailing wage work)	\$154.00	N/A	N/A	\$158.00	N/A	N/A	\$162.00	N/A	N/A
Lead Inspector ^{1,2} (prevailing wage work)	\$156.00	\$175.00	\$199.00	\$160.00	\$181.00	\$205.00	\$164.00	\$183.00	\$208.00
Lead Inspector (non-prevailing wage work)	\$156.00	N/A	N/A	\$160.00	N/A	N/A	\$164.00	N/A	N/A
Scheduler	\$169.00	N/A	N/A	\$173.00	N/A	N/A	\$177.00	N/A	N/A

PRESCIENCE CORPORATION (cont'd)									
Engineering Assistant	\$68.00	N/A	N/A	\$70.00	N/A	N/A	\$71.00	N/A	N/A
Other Direct Cost									
Description of Items	Qty	Unit	Unit Cost				Total		
Truck for field person	6,892	Hour	\$ 7.00				\$48,244.00		
Travel Per diem	Actual	Each	\$1,000.00				\$ 1,000.00		
Prevailing Wage	Varies	Hour	\$4,000.00				\$ 4,000.00		
Estimated ODC Total ⁶							\$ 53,244.00		
Estimated Labor Total ⁶							\$1,556,756.00		
Total Amount							\$1,610,000.00		

LEIGHTON CONSULTING, INC. ³ (materials testing/geotechnical)									
Classification Titles	2017 (Jan-Dec)	OT (1.5)	OT (DT)	2018 (Jan-Dec)	OT (1.5)	OT (DT)	2019 (Jan-Dec)	OT (1.5)	OT (DT)
Structure Material Inspector ^{1,2} (prevailing wage work)	\$145.51	\$218.26	\$291.01	\$151.33	\$226.99	\$302.65	\$157.38	\$236.07	\$314.76
Structure Material Inspector (non-prevailing wage work)	\$145.51	N/A	N/A	\$151.33	N/A	N/A	\$157.38	N/A	N/A
Testing & Special Inspection Manager/Associate Engineer	\$189.02	N/A	N/A	\$196.58	N/A	N/A	\$204.44	N/A	N/A
Principal in Charge/Principal Engineer	\$315.03	N/A	N/A	\$327.63	N/A	N/A	\$340.74	N/A	N/A
Other Direct Costs									
Description of Items	Qty	Unit	Unit Cost				Total		
Reinforcing Steel									
Resistance Butt-Welded Hoops/Bars, up to No. 10 (CTM 670)	20	Each	\$180.00				\$3,600.00		
Resistance Butt-Welded Hoops/Bars, No. 11 & Over (CTM 670)	4	Each	\$240.00				\$960.00		
Mechanical Rebar Splice (Service), up to No. 10 (CTM 670)	4	Each	\$180.00				\$720.00		
Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775)	24	Each	\$ 45.00				\$1,080.00		
Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775)	24	Each	\$ 65.00				\$1,560.00		
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775)	24	Each	\$ 45.00				\$1,080.00		
Prestressing Steel									
Prestressing wire, tension (stress vs. strain plot, ASTM A 416)	22	Each	\$150.00				\$3,300.00		
Post-Tensioned Bars (ASTM A772)	4	Each	\$420.00				\$1,680.00		

LEIGHTON CONSULTING, INC. (cont'd)				
Other Direct Costs (cont'd)				
Fasteners				
Anchor Bolts (ASTM F1554)	1	Each	\$360.00	\$360.00
Pads/Seals				
Elastomeric Bearing Pads (Caltrans SS 51/SP)	2	Each	\$1,620.00	\$3,240.00
Joint Seal Type B, MR1"/MR2" (Caltrans SS 51/SP)	1	Each	\$1,960.00	\$1,960.00
CMU				
CMU compression, to size 8" x 8" x 16" (ASTM C 140)	3	Each	\$ 45.00	\$135.00
CMU moisture, absorption & unit weight (ASTM C 140)	6	Each	\$ 45.00	\$240.00
Electrical Systems				
100W HPS Lighting (Caltrans RSS 86)	2	Each	\$1,296.00	\$2,592.00
Miscellaneous				
Bearing Plates (A536)	2	Each	\$720.00	\$1,440.00
Concrete Compression (ASTM C 39)	30	Each	\$25.00	\$750.00
Pick-up & Delivery	5	Trip	\$90.00	\$450.00
Mileage	400	Mile	\$ 0.54	\$ 216.00
Estimated ODC Total ⁶				\$25,363.00
Estimated Labor Total ⁶				\$ 4,637.00
Total Amount				\$30,000.00

MBI MEDIA ³ <i>(public outreach)</i>				
Classification Titles	2017 (Jan-Dec)	2018 (Jan-Dec)	2019 (Jan-Dec)	
Task Lead	\$167.31	\$174.00	\$180.96	
Project Manager	\$96.67	\$100.53	\$104.55	
Account Coordinator	\$81.80	\$85.09	\$88.49	
Graphic Designer	\$92.95	\$96.67	\$100.53	
Other Direct Cost				
Description of Items	Qty	Unit	Unit Cost	Total
Notification/Ads	2	Each	\$ 850.00	\$1,700.00
Project Boards	4	Each	\$ 95.00	\$ 380.00
Printing	1	Each	\$1,000.00	\$1,000.00
Supplies	2	Each	\$ 500.00	\$1,000.00
Mileage	1,000	Each	\$ 0.54	\$ 540.00
Estimated ODC Total ⁶				\$ 4,620.00
Estimated Labor Total ⁶				\$ 15,380.00
Total Amount				\$20,000.00

- B. Total CONTRACT Amount Shall Not Exceed: \$1,660,000**
- i. Maximum not to exceed amount of services/reimbursables ⁴: \$1,560,000
 - ii. Maximum not to exceed amount for project closeout ⁵: \$ 100,000

¹ Classification subject to prevailing wage

² All overtime must be authorized in advance by County's project manager and is charged based on California labor and prevailing wage laws.

³ 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.

⁴ Maximum of \$5,000 allocated for reimbursables.

⁵ Use of project closeout amount shall be solely at the discretion of the County's Project Manager.

⁶ Amounts are only estimated and subject to change, based on services needed.

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 not be responsible for reasonable costs related to photo copying, telephone communications and fax communications while on COUNTY sites during the performance of work and services under this CONTRACT. COUNTY will determine what is reasonable.

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.
- 1) Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the COUNTY Project Manager.
- 2) 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.
- 3) 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 OC Public Works location, as well as mileage within OC Public Works property will not be reimbursed.
 - b) Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
 - c) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
- 4) All reimbursable expenses must be itemized on A-E invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all A-E invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. A-E is responsible for submitting reimbursable invoices in a format that is acceptable to the COUNTY. Reimbursable items shall be charged at cost. Any third-party or subcontractor services shall also be charged at cost; no mark-ups will be allowed.

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

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

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

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

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

Invoices and support documentation are to be forwarded to:

OC Public Works
Procurement Services
Attn: Accounts Payable
300 N Flower St
Santa Ana, CA 92703

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

ATTACHMENT C
STAFFING PLAN1. A-E KEY PERSONNEL

Name	Classification/Designation	Years of Experience	Licenses/Certifications (include license number)
Chuck Tran	Project Manager	28	Professional Engineer (Civil), CA #48606
Elmo Delos Santos	Resident Engineer	29	Professional Engineer (Civil), CA #48975
Jim Adair	Bridge Inspector	31	Professional Engineer (Civil), CA #41674
Norie Corpuz	Scheduler	24	Professional Engineer (Civil), CA #52174
Jim Devey	Structures/Materials Representative	16	Professional Engineer (Civil), CA #75458
TBD	Engineering Assistant	TBD	TBD
Djan Chandra, PE, GE	Materials Testing/Geotechnical	27	Professional Engineer (Civil), CA #50068 Professional Engineer (Geotechnical), CA #2376
Mary McCormick	Public Outreach	39	Numerous Affiliations (NAWBO, WTS, CMAA)

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.**

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

2. SUBCONTRACTOR(S) (IF APPLICABLE)

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
Leighton Consulting, Inc. 17781 Cowan Irvine, CA 92614	Djan Chandra, PE, GE (949) 681-4209	Materials Testing/Geotechnical
MBI Media 957 S. Village Oaks Drive, Suite 100 Covina, CA 91724	Mary McCormick (626) 967-1510	Public Outreach