

**C O N T R A C T**

**THIS CONTRACT**, hereinafter referred to as “CONTRACT” for purposes of identification hereby numbered MA-080-18011516, 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**

Jacobs Project Management Co., a Delaware 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-080-18011516 Scope Of Work for Construction Management and Inspection Services for Oso Parkway Bridge Project, 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-E has offered, and COUNTY has accepted, the professional services of **Allan Tanjuaquio, PE** and A-E shall assign him/her to the PROJECTS/SERVICES.

**1.1.3.** A-E may employ special consultants/contractors for the accomplishment of the PROJECTS/SERVICES specified; and only the firms or independent consultants/contractors identified in Attachment C may be employed by A-E to provide these PROJECTS/SERVICES.

**1.1.4.** Consultants/contractors may be substituted and/or added by mutual 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 professional named in Section 1.1.2 herein; and, any PROJECTS/SERVICES not meeting this requirement will be returned to A-E prior to review by COUNTY.

### 1.2.2. Design Criteria and Standards

All PROJECTS/SERVICES shall be performed in accordance with instructions, criteria and standards set forth by the DIRECTOR.

### 1.2.3. Scheduling

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

A-E to complete the PROJECTS/SERVICES pursuant to this CONTRACT shall be extended for delay caused by COUNTY in completing its work pursuant to this CONTRACT which delay exceeds the agreed COUNTY review and/or approval time periods.

**1.3. Assistance by COUNTY STAFF**

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

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

**Amendment #2**  
Extend term of the contract for six(6) additional months, for the sole purpose of completing work already commenced.

**1.4. Term and Maximum Compensation**

**1.4.1.** The term of this CONTRACT shall be effective April 24, 2018 to October 23, 2022~~1, is for a maximum of three (3) years, commencing upon Board of Supervisor approval~~, with a maximum allowable compensation of ~~one million, six hundred and eighteen thousand, eighty five one million seven hundred eighteen thousand eighty five dollars~~ one million, nine hundred sixty-eight thousand, eighty-five dollars ~~(\$1,618,085)~~~~\$1,718,085~~ ~~(\$1,618,085)~~ ~~\$1,718,085~~, except as permitted in Paragraph 1.5 below.

**Amendment #1 (Increase)**  
Removed contract amount "\$1,618,085" and replace it with \$1,718,085

**Amendment #3 (Increase)**  
Removed contract amount "\$1,718,085" and replace it with \$1,968,085. Changed end date from 10/23/21 to 10/23/22

**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~~ \$200,000 must be approved by the Board. Increases in the CONTRACT amount for services within the existing scope of work may be granted by the DIRECTOR where the amount does not exceed 25 percent of the existing CONTRACT price or ~~\$100,000~~ \$200,000, whichever is less.

**Amendment #3**  
Remove "\$100,00" and added \$200,000 per 2020 DCPM

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 PROJECTS/SERVICES in a participatory status during the life of this CONTRACT regardless of the assignments said employee may be given or the days or hours employee may work.
- 2.1.2** Nothing in this CONTRACT shall be deemed to make A-E, or any of A-E's employees or agents, agents or employees of the COUNTY. A-E shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work, provided that A-E is in compliance with the terms of this CONTRACT. Anything in the CONTRACT which may appear to give COUNTY the right to direct A-E as to the details of the performance of the work or to exercise a measure of control over A-E shall mean that A-E shall follow the desires of COUNTY, only in the results of the work.

### **2.2 Non-Discrimination**

- 2.2.1** In the performance of this CONTRACT, A-E agrees that it will comply with the requirements of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons.
- 2.2.2** A-E acknowledges that a violation of this provision shall subject A-E to all the penalties imposed for a violation of the California Labor Code.

### **2.3 Employee Eligibility Verification**

- 2.3.1** A-E warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens, and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. A-E shall obtain, from all employees performing

work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations, including but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324 et seq., as they currently exist and as they may be hereafter amended. A-E shall retain all such documentation for all covered employees for the period prescribed by the law.

## **2.4 Independent Contractor**

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

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

## **2.5 Conflict of Interest Contractor Personnel**

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

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

## **2.6 Labor Code Notice**

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

## **3. INSURANCE**

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

**3.1.2** A-E shall ensure that all subcontractors performing work on behalf of A-E pursuant to this CONTRACT shall be covered under A-E's insurance as an Additional Insured or maintain insurance subject to the same terms and

conditions as set forth herein for A-E. A-E shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from A-E under this CONTRACT. It is the obligation of A-E to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by A-E through the entirety of this CONTRACT for inspection by COUNTY representative(s) at any reasonable time.

**3.1.3** All self-insured retentions (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 coverage 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.
2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

## C. Required Endorsements

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
  - a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the ***County of Orange, and its respective elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN AGREEMENT.***
  - b. A primary non-contributing endorsement using ISO form CG 20 01 0413, or a form at least as broad evidencing that A-E's insurance is primary and any insurance or self-insurance maintained by the County 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, and its respective elected and appointed officials, officers, employees and agents***, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN AGREEMENT.***
3. All insurance policies required by this CONTRACT shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

4. A-E shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the CONTRACT, upon which the COUNTY may suspend or terminate this CONTRACT.
5. If A-E's Professional Liability policy is a claims-made policy, A-E shall agree to maintain professional liability coverage for two (2) years following completion of CONTRACT.
6. The Commercial General Liability policy shall contain a severability of 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, and its respective agents, officers, and employees from employer sanctions and any other liability which may be assessed against A-E or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.**
- 4.2 All PROJECTS/SERVICES submitted by A-E shall be complete and shall be carefully checked prior to submission. A-E understands that COUNTY's checking is discretionary, and A-E shall not assume that COUNTY will discover errors and/or**



omissions. If COUNTY discovers any errors or omissions prior to approving A-E's PROJECTS/SERVICES, the PROJECTS/SERVICES will be returned to A-E for correction. Should COUNTY or others discover errors or omissions in the work submitted by A-E after COUNTY's approval thereof, COUNTY's approval of A-E's PROJECTS/SERVICES shall not be used as a defense by A-E.

#### 4.3 Indemnification

4.3.1 A-E agrees to, indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY and their respective 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** ~~Child Support Enforcement Requirements~~ **Intentionally Omitted**

**Amendment #3**  
Article 6.9 has been removed and  
Intentionally Omitted is added

~~**6.9.1** All Contractors are required to comply with the child support enforcement requirements of the County of Orange. Failure of the Contractor to comply with all federal, state, and~~

~~local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. In order to comply with the child support enforcement requirements of the County of Orange, all bidders/proposers must furnish to the Contract administrator, the Purchasing Agent, or the agency/department Deputy Purchasing Agent:~~

- ~~———— A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;~~
- ~~———— B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the Contracting entity;~~
- ~~———— C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and~~
- ~~———— D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.~~

~~Failure to cure such breach within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of the Contract.~~

~~6.9.2 It is expressly understood that this data will be transmitted by COUNTY to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes.~~

## **6.10 Ownership of Documents**

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

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

## **6.11 Confidentiality**

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

## PROJECTS/SERVICES.

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

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

**6.12 Publication**

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

**6.12.2** The A-E agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this CONTRACT or any subsequent amendment of, or effort under this CONTRACT. A-E must first obtain review and approval of said media contact from the COUNTY through the COUNTY'S Project Manager. Any requests for interviews or information received by the media should be referred directly to the COUNTY. A-E's are not authorized to serve as a media spokespersons for COUNTY projects without first obtaining permission from the COUNTY Project Manager.

**6.13 Records and Audit/Inspections**

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

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

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

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

**6.14 Notices**

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

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

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

For A-E:

**Amendment #3**  
Removed previous A-E contact and added current A-E contact.

Jacobs Project Management Co.  
3161 Michelson Drive, Suite 500  
Irvine, California 92612  
Attn: ~~Allan Tanjuaquio~~ Gary Tomasetti  
Phone: ~~949-224-7500~~ 909-974-2700  
E-mail: ~~Allan.Tanjuaquio@jacobs.com~~ Gary.Tomasetti@jacobs.com

For COUNTY:

**Amendment #1**  
Removed and updated the Project Manager's contact information

OC Public Works, OC Infrastructure Programs/Project Management  
~~300 N. Flower St., Suite 838~~ 601 N Ross St. 4<sup>th</sup> Floor  
~~Santa Ana, CA 92703~~ Santa Ana, CA 92701  
Attn: ~~Hugo Pineda~~ Amit Verma  
Phone: ~~714-647-3973~~ 714-647-3908  
E-mail: ~~Hugo.Pineda@ocpw.ocgov.com~~  
~~Amit.Verma@ocpw.ocgov.com~~

**Amendment #3**  
Removed previous OCPW contact information and added current address.

cc:

OC Public Works Procurement Services  
~~300 N. Flower St., Suite 838~~ 601 N Ross St. 4<sup>th</sup> Floor  
~~Santa Ana, CA 92703~~ Santa Ana, CA 92701  
Attn: ~~Christina Rojas~~ Dana Varela  
Phone: ~~714-667-9765~~ 714-667-8829  
E-mail: ~~Christina.Rojas@ocpw.ocgov.com~~  
~~Dana.Varela@ocpw.ocgov.com~~

**6.15 Attorney's Fees**

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

**6.16 Interpretation**

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

**6.16.2** In addition, each PARTY has been represented by experienced and knowledgeable

independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite having the opportunity to do so.

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

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

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

## **6.17 Headings**

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

## **6.18 Acceptance**

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

## **6.19 Changes**

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

## **6.20 Assignment**

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

## **6.21 Changes in Ownership**

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



acquisition.

## **6.22 Force Majeure**

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

## **6.23 Calendar Days**

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

## **6.24 Title to Data**

**6.24.1** All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the A-E in the performance of this CONTRACT, will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the A-E after completion or termination of this CONTRACT without the express written consent of the COUNTY.

**6.24.2** All materials, documents, data or information, including copies furnished by COUNTY and loaned to A-E for his temporary use, must be returned to the COUNTY at the end of this CONTRACT unless otherwise specified by the DIRECTOR.

## **6.25 Availability of Funds**

**6.25.1** The obligation of COUNTY is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the COUNTY to expend or as involving the COUNTY in any contract or other obligation for future payment of money in excess of appropriations authorized by law.

## **6.26 Contingency of Funding**

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

## **6.27 Contract Construction**

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

## **6.28 Conflicts of Interest**

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

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

**6.29 Usage**

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

**6.30 Wage Rates**

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

**6.31 Apprenticeship Requirements**

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

**6.32 Registration of Contractor**

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

**6.33 Payroll Records**

**Amendment #3**  
Paragraphs 6.30,  
6.30.1, 6.31, 6.31.1  
6.32 & 6.32.1  
added

**Amendment #3**  
Paragraphs 6.33,  
6.33.1, 6.33.2,  
6.33.3, 6.33.4,  
6.33.5, 6.33.6 &  
6.33.7 added

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

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

Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

**6.33.3** Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

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

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

**6.33.6** Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

**6.33.7** Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq. and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor

Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

### **6.34 Work Hour Penalty**

**Amendment #3**  
Paragraphs 6.34,  
6.34.1, 6.35,  
6.35.1, 6.35.2,  
6.35.3, 6.35.4 &  
6.36 added

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

### **6.35 Apprentices**

**6.35.1** The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

**6.35.2** Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

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

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

### **6.36 Safety**

A-E shall comply with the County's Safety and Loss Prevention Resource Manual and submit a copy of their Injury and Illness Prevention Program (IIPP) to the Project Manager prior to the start of the project. The IIPP shall meet the minimum requirement of California Code of Regulations, Title 8, Section 1509 or 3203. A-E shall submit other safety programs that pertain to the type of job that will be performed on site.

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

JACOBS PROJECT MANAGEMENT CO.,  
a Delaware Corporation,

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

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

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

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

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
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  
SCOPE OF WORK****I. PURPOSE**

OC Public Works is in need of staff augmentation related to Construction Management & Inspection Services for the Oso Parkway Bridge Project (“Project”) in and near Rancho Santa Margarita on State Route (“SR-241”) from 1.3 miles south to 2.3 miles north of Oso Parkway overcrossing. The services of the Architect-Engineer (“A-E”) will be required for the entire construction duration of the Project which is approximately five hundred and thirty-four (534) working days.

**II. PROJECT DESCRIPTION**

- A. The Oso Parkway Bridge Project consists of constructing an overcrossing bridge structure at Oso Parkway and mainline roadway between the southern terminus of the SR-241 toll road and the northern terminus of the future Los Patrones Parkway.
- B. Los Patrones Parkway and the Los Patrones Parkway ramps, including a northbound ramp connecting Los Patrones Parkway to Oso Parkway and a southbound ramp connecting Oso Parkway to Los Patrones Parkway are being constructed by The Rancho Mission Viejo Company (“RMV”) in conjunction with the County of Orange (County). As currently planned, all Los Patrones Parkway traffic would exit/enter the SR-241 Toll Road at Oso Parkway. The Project will allow direct access from Los Patrones Parkway to the toll road.
- C. Approximately half of the Project is situated north of Oso Parkway within existing Caltrans right-of-way. For the other half of the project, south of Oso Parkway, it is presently on property owned by RMV, yet to be accepted by County, but it is anticipated that upon project completion this area will also be in Caltrans right-of-way.
- D. In general, work for the project consists of: mobilization; preparation of a Storm Water Pollution Prevention Plan (SWPPP) and Erosion Control Plans; removal and salvage or disposal of existing improvements; excavation and grading; removal, relocation, and adjustment of existing underground utilities; construction of new storm drainage and storm water pretreatment and storage systems; construction of curb, gutter and sidewalk; pedestrian ramps, cross-gutters, and concrete paving; installation and modification of traffic signals; construction of fiber optic communications and traffic signal interconnect systems; asphalt and concrete paving; variable pavement milling; signing and striping; overhead signs; Midwest guardrail construction; traffic control and stage construction; installation of landscape and irrigation improvements; protection and restoration of existing improvements; bridge construction; toll booth removals; and other miscellaneous items necessary to complete the work.

**III. SCOPE OF SERVICES**

OC Public Works will be the implementing agency for the construction phase of this project and will provide construction management services including County oversight. Since the Project has an active Caltrans Encroachment Permit, an Oversight Engineer will be assigned to the Project by Caltrans. TY Lin International has prepared the project Plans, Specifications and Estimate (PS&E) and construction is anticipated to begin the first quarter of 2018 and be completed early-2020.

- A. The County requests the following construction management support/staff augmentation:

1. Resident Engineer/Structures Representative (“RE/SR”) shall be a Licensed Professional Civil Engineer in the State of California and must possess a minimum of fifteen (15) years of Caltrans civil and bridge experience.
2. Assistant Resident Engineer/Assistant Structures Representative/Office Engineer (“OE”) shall be a Licensed Professional Civil Engineer in the State of California and must possess a minimum of fifteen (15) years of Caltrans civil and bridge experience.
3. Bridge Inspector (“BI”) must possess a Bachelor Degree in Civil Engineering from an accredited university and a minimum of ten (10) years of Caltrans bridge experience.
4. Structures Material Representative (“SMR”) shall be a Licensed Professional Civil Engineer in the State of California and must possess a minimum of ten (10) years of Caltrans experience.
5. Scheduler must possess a minimum of five (5) years of scheduling civil and bridge project experience.
6. A-E’s business offices must be located in Southern California for a minimum of five (5) years.

#### IV. PERSONNEL REQUIREMENTS

- A. The A-E shall assign personnel as described above in Section III. 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 Project.
- B. The full proposed construction management team can be found in **Exhibit 1- Oso Bridge Construction Management Team**.

#### V. GENERAL

- A. Services furnished by the A-E firm shall be in general accordance with the project, contract plans and special provisions, designated 2015 “Greenbook” Standard Specifications for Public Works Construction, 2013 OC Public Works Standard Plans, 2015 California Department of Transportation (Caltrans) Standard Specifications , Caltrans Standard Plans, and all other documents as stated in the Project Construction Agreement.
- B. The RE/SR, ARE/ASR/OE and BI are expected to work a full-time forty (40) hour week and the SME, Scheduler and other proposed 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). Full-time staff may be required 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 establishing working office at a place acceptable by the County.

- D. A-E staff will be required to 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.

## VI. ENGINEERING

A-E is expected to provide the following engineering services, including but not limited to:

- 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. OC Public Works Construction Management Manual
  2. Caltrans Construction Manual
  3. Caltrans Falsework Manual
  4. Caltrans Foundation Manual
  5. Caltrans Prestress Manual
  6. 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 of potential claims include recommendations regarding settlement of the claims and be available to assist the County during arbitration or legal proceedings as requested by 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. Prepare weekly statement of working days and deliver to Contractor on a weekly basis.
- Q. 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.
- R. 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 other 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.

## VII. INSPECTION

A-E is expected to provide the following inspections services, including but not limited to:

- 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.
  - G. Perform inspections in accordance with construction contract, project, and special provisions, the designated "Greenbook" Standard Specifications for Public Works Construction, California Department of Transportation (Caltrans) Standard Specifications, and Caltrans Standard Plans.
  - 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, 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 or as directed by COUNTY Representative. 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. 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.
- AA. Take and promptly store pictures of the Project on a daily basis.
- BB. Fill out incident (accident) reports.
- CC. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.
- DD. Document all Contractor delays, reasons for delay, length of time for delay, and phases of work.
- EE. Provide miscellaneous construction management and inspection services not listed above, as needed, and at the direction of the COUNTY.

### **VIII. 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.

### **IX. 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.

**X. MISCELLANEOUS**

A copy of the PS&E may be made available upon request. Printed full size and half size sets of the plans and special provisions will be provided to the A-E at time of recommended Contract award.

**ATTACHMENT B  
COST/COMPENSATION**

**I. COMPENSATION:** This is a time and materials usage CONTRACT between COUNTY and A-E for Construction Management and Inspection Services for Oso Parkway Bridge Project as set forth in Attachment A, “Scope of Work”.

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

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

**A. Classification Rates:**

**Amendment #1**  
Added two additional classification titles and rates to prime.

<b>JACOBS PROJECT MANAGEMENT CO.</b>	
<b>Classification Titles</b>	<b>Hourly Rate</b>
Resident Engineer/Structures Representative	\$184
Asst. Resident Engineer/Asst. Structures Representative/ Office Engineer	\$170
Bridge Inspector	\$147
Scheduler	\$168
Electrical Inspector	\$136

**Amendment #1**  
Added owned vehicle cost.

<b>Other Direct Cost</b>	
Owned vehicle (not to exceed \$1,200/ mo. Per vehicle)	<b>NTE \$54,000</b>

**Amendment #1**  
Added five additional classification titles and rates to subcontractor.

<b>*Subcontractor – ZT Consulting Group</b>	
<b>Classification Titles</b>	<b>Hourly Rate</b>
Structures Material Representative	\$156
Source Inspection and Testing	\$102

<b>*Subcontractor – Leighton Consulting, Inc.</b>	
<b>Classification Titles</b>	<b>Hourly Rate</b>
Principal	\$210
Associate	\$195
Senior Staff Engineer/Geologist/Scientist	\$155
Technician I	\$85

Technician II/ Special Inspector	\$99
Senior Technician / Senior Special Inspector	\$110
Field Soils/ Materials Tester (prevailing Wage) *	\$139
Special Inspector (Prevailing Wage) *	\$145

\*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.

**B. Total CONTRACT Amount Shall Not Exceed:** ~~\$1,618,085~~ ~~\$1,718,085~~ ~~\$1,968,085~~

**Amendment #1 (Increase)**  
Removed \$1,618,085 and revised contract amount to \$1,718,085.

**Amendment #3 (Increase)**  
Removed \$1,718,085 and revise contract amount to \$1,968,085.

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

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

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

**Amendment #1**  
Corrected paragraph numbering 1 through 7.

**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)~~ 2) Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the COUNTY Project Manager.
- 3) Other actual costs and/or payments specifically approved and authorized in writing by the COUNTY Project Manager and actually incurred by A-E in performance of this Contract.
- 4) Travel costs shall only be reimbursed if approved in advance in writing by COUNTY Project Manager and are subject to the following restrictions:
  - a) Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this CONTRACT shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the A-E's "Home Based" office location and COUNTY location, as well as mileage within COUNTY property will not be reimbursed.
- 5) Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.

- 6) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
- 7) All reimbursable expenses must be itemized on A-E invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all A-E invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. A-E is responsible for submitting reimbursable invoices in a format that is acceptable to the COUNTY. Reimbursable items shall be charged at cost. Any third-party or subcontractor services shall also be charged at cost; no mark-ups will be allowed.

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

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

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

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

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

Invoices and support documentation are to be forwarded to:

OC Public Works  
OC Infrastructure Programs/Project Management  
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)
Irfan Patel, PE, QSD, CCM	Resident Engineer/Structure Rep	17	PE (Civil), CA #C65631 Qualified SWPPP Developer
Kumars Zandparsa, PhD	Bridge Inspector	16	N/A
Farzad Tasbihgoo, PhD, PE, CWI	Structure Material Rep	17	PE (Civil), CA #C71403 Certified Welding Inspector (CWI), #11081291
Bijan Yaghoubzadeh, PSP	Scheduler	30	N/A

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

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

2. SUBCONTRACTOR(S) (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
ZT Consulting, 450 N. Brand Blvd., Glendale, CA 91203	Farzad Tasbihgoo, PE (818) 291-6215	Structures Material Representative
Leighton Group Inc. 17781 Cowan, Irvine, CA 92614	Djan Chandra, PE, GE (949) 250-1421	Material Testing Services

ATTACHMENT C  
EXHIBIT 1

OSO BRIDGE CONSTRUCTION MANAGEMENT TEAM

