

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

**THIS CONTRACT**, hereinafter referred to as “CONTRACT” for purposes of identification hereby numbered MA-299-19010026, 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**

Tetra Tech BAS, Inc., 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-299-19010026 Scope Of Work for Design of Phase VIII-A Groundwater Protection and Stockpile Locations at Frank R. Bowerman Landfill, 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 **Caleb Moore, P.E.** 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 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 (*subject to change per scope of work specifications, contract task orders and/or County's Project Manager*)

- 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, if requested, A-E shall prepare a brief memorandum summarizing the results of the meeting and shall submit it to COUNTY for concurrence.
- e. A-E shall complete all the work of PROJECTS/SERVICES and obtain all approvals by the COUNTY within the time frame indicated in Attachment A except A-E shall not be responsible for any delay beyond the control of A-E.
- f. In the event A-E fails to complete the work and obtain the approval of DIRECTOR in the time allowed, COUNTY shall have the option of completing

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

**1.3. Assistance by COUNTY STAFF**

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

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

**1.4. Term and Maximum Compensation**

**1.4.1.** The term of this CONTRACT is for three (3) years, commencing upon Board of Supervisor approval, with a maximum allowable compensation of two million dollars (\$2,000,000), with the option to renew for two (2) additional years, with Board approval; except as permitted in Paragraph 1.5 below.

**1.4.2.** The term of this CONTRACT shall be renewed effective September 25, 2021 through September 24, 2024, with a maximum allowable compensation during the renewal term of two hundred and fifty thousand dollars (\$250,000), except as permitted in Paragraph 1.5 below.

**1.5. A-E Compensation and Extra Work**

**1.5.1.** For the PROJECTS/SERVICES authorized under this CONTRACT, A-E shall be compensated in accordance with the following:

**1.5.2.** For completion and approval of all PROJECTS/SERVICES where "Extra Work" (defined as changes in approved portions of the PROJECT/SERVICES required by and ordered in writing by DIRECTOR which changes constitute a change in or departure from said approved portions of PROJECTS/SERVICES) is not authorized, compensation including reimbursables shall be described and payable as stipulated in Fee Schedule, herein after referred to as "Attachment B", attached hereto and incorporated herein by reference.

**1.5.3.** Where extra work is authorized for PROJECTS/SERVICES:

- a. The amount for Extra Work shall be determined using Attachment B. Extra Work shall be required by and ordered in writing by DIRECTOR. If this CONTRACT is not approved by the Board of Supervisors, any change that increases the cumulative CONTRACT price beyond ~~\$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 No.1 (Renewal)**  
Added Paragraph 1.4.2. to add renewal term and renewal amount.

**Amendment No. 1 (Renewal)**  
Removed "\$100,000" 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 this Project in a participatory status during the life of this CONTRACT regardless of the assignments said employee may be given or the days or hours employee may work.
- 2.1.2** Nothing in this CONTRACT shall be deemed to make A-E, or any of A-E's employees or agents, agents or employees of the COUNTY. A-E shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work, provided that A-E is in compliance with the terms of this CONTRACT. Anything in the CONTRACT which may appear to give COUNTY the right to direct A-E as to the details of the performance of the work or to exercise a measure of control over A-E shall mean that A-E shall follow the desires of COUNTY, only in the results of the work.

### **2.2 Non-Discrimination**

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

### **2.3 Employee Eligibility Verification**

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

## **2.4 Independent Contractor**

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

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

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

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

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

## **2.6 Labor Code Notice**

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

## **3. INSURANCE**

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

**3.1.2** A-E shall ensure that all subcontractors performing work on behalf of A-E pursuant to

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

**3.1.3** All self-insured retentions (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
Environmental/Pollution Liability*	\$1,000,000 per claims made or occurrence

## 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 Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
  - a. An Additional Insured endorsement naming the *County of Orange, and its respective elected and appointed officials, officers, employees and agents* as Additional Insureds.
  - b. A primary non-contributing endorsement 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.
3. 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**.

4. 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.
5. 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.
6. 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.
7. The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).
8. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.
9. 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.
10. 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.
11. 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.
12. 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 its 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 No. 1 (Renewal)**  
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 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:

Tetra Tech BAS, Inc.  
~~1360 Valley Vista Drive 21700~~ 21700 Copley Dr., Suite 200  
Diamond Bar, CA 91765  
Attn: Caleb Moore  
Phone: 909-860-7777 ext. 224  
E-mail: [caleb.moore@tetratech.com](mailto:caleb.moore@tetratech.com)

**Amendment No. 1  
(Renewal)**  
Removed previous A-E  
Street Address and added  
new A-E Street Address

For COUNTY:

OC Waste & Recycling/ Central Region Landfills  
11002 Bee Canyon Access Road  
Irvine, CA 92602  
Attn: Kevin Hanson  
Phone: 949-279-8483  
E-mail: [Kevin.Hanson@ocwr.ocgov.com](mailto:Kevin.Hanson@ocwr.ocgov.com)

cc:

OC Public Works Procurement Services  
~~300 N. Flower St., Suite 838~~ 601 N. Ross St  
Santa Ana, CA ~~92703~~ 92701  
Attn: Christina Rojas  
Phone: 714-667-9765  
E-mail: [Christina.Rojas@ocpw.ocgov.com](mailto:Christina.Rojas@ocpw.ocgov.com)

**Amendment No. 1  
(Renewal)**  
Removed previous OCPW  
street address and zip code  
and added new OCPW  
street address and zip code

**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

Amendment No. 1  
(Renewal)  
Paragraphs 6.30 &  
6.30.1 added

Amendment No. 1  
(Renewal)  
Paragraphs 6.31 &  
6.31.1 added

Amendment No. 1  
(Renewal) Added  
paragraphs 6.32 &  
6.32.1

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 No. 1 (Renewal)** Added paragraphs 6.33 & 6.33.1

**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:

**Amendment No. 1 (Renewal)** Added paragraphs 6.33.2

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:

**Amendment No. 1 (Renewal)** Added paragraph 6.33.3

- 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.

**Amendment No. 1 (Renewal)** Added paragraphs 6.33.4, 6.33.5, 6.33.6

**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.

**Amendment No. 1 (Renewal)**  
Added paragraph 6.33.7

**6.34 Work Hour Penalty**

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

**Amendment No. 1 (Renewal)**  
Added paragraph 6.34 & 6.34.1

**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.

**Amendment No. 1 (Renewal)**  
Added paragraphs 6.35, 6.35.1

**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.

**Amendment No. 1 (Renewal)**  
Added paragraphs 6.35.2, 6.35.3, 6.35.4

**6.35.3** Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, he 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 met the minimum requirement of

**Amendment No. 1 (Renewal)**  
Added paragraph 6.36

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:

TETRA TECH BAS, INC.,  
a California 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  
FOR  
DESIGN OF PHASE VIII-A GROUNDWATER PROTECTION AND STOCKPILE LOCATIONS  
AT  
FRANK R. BOWERMAN LANDFILL**

**INTRODUCTION**

This scope of work has been prepared for the preparation of construction drawings, technical specifications, design calculations, geotechnical engineering, hydrology and hydrogeology, biological mitigation, construction cost estimates, and for providing design support services during the construction of composite liner at Frank R. Bowerman Landfill (FRB). In addition, design services for creating stock pile plans (STP) outside the area designated for Phase VIII-A liner and development of soil management (SMP) and soil management plans may be needed. The Architect-Engineer (A-E) Firm hereinafter referred to as the A-E, will provide design support for civil services and environmental permitting support as required.

The A-E will work under the general supervision of the OC Waste & Recycling (OCWR) Project Manager located at the FRB site. All of the A-E activities will be performed from their respective offices, except construction support to be performed at the FRB site. Any interface with other County agencies, regulatory agencies or other interested parties will be coordinated with the OCWR Project Manager.

**SCOPE OF SERVICE (TASKS) IS PRESENTED BELOW**

**I. REVIEW EXISTING DATA**

At the start of the project, the A-E will collect and review existing information pertaining to the project. Potential sources of information include the following:

- A. As-built documents, geological and geotechnical characterization reports, hydrogeological reports, and slope stability reports
  - 1. Historical landslide monitoring data
  - 2. Planning-related constraints as contained in CEQA and NCCP documents
  - 3. Historical aerial photographs of the site
  - 4. Latest approved revisions and planned changes to the Joint Technical Document (JTD)
  - 5. Facility permits including waste discharge requirements (WDR), solid waste facility permit (SWFP), and anticipated U.S. Army Corps of Engineers and California Department of Fish and Game permits

## **II. GEOTECHNICAL ENGINEERING**

The A-E will conduct a geotechnical exploration program to evaluate, as well as supplement data, on geotechnical/geologic conditions within the project area to support the grading and liner design plan. The exploration will include geologic mapping, a limited trenching and boring program, laboratory testing, and slope stability analyses.

If necessary, a supplemental field exploration will be performed for geologic and geotechnical characterization of the area to design any landslide mitigation measures, such as a soil buttress.

### **A. Geologic Mapping**

1. The field mapping program will include site reconnaissance and surface geologic mapping. The surface geologic mapping will be performed to obtain information on the nature and structural aspects of the bedrock formations. This information will be used to identify areas such as contacts between geologic formations and potentially low-strength layers where additional information may be required for design.
2. During the course of the field work, details of the site geology, including distribution of geologic contacts, discontinuity characteristics and their orientation, and groundwater features, will be compiled on a topographic base map. Geologic cross-sections will be prepared to include the preliminary grading plan and the results of field mapping to provide interpretation of the subsurface structural setting for use in the subsequent engineering analyses. The field studies, measurements, and recordings will be consistent with guidelines provided by the California Division of Mines and Geology (CDMG) Note 44.

### **B. Subsurface Exploration**

The project area will be further explored by exploratory trenching and borings for stability assessment and material evaluation. Trenches are likely to be excavated using a track-mounted backhoe. The drilling program will consist of several geotechnical borings. The trenches and borings will be utilized for recovery of samples and measurement of subsurface structural information of weak planes or bedding. The Team will provide the surveying services necessary to obtain the data required for locations of the borings and trenches. These surveys will use the current coordinate system existing for the landfill site.

### **C. Geotechnical Laboratory Testing**

1. Geotechnical laboratory testing of representative undisturbed and bulk samples will be performed to:
  - i. Obtain engineering properties (unit weight and shear strength) of bedrock and slide/bedding planes required for the design of cut and fill slopes
  - ii. Identify and classify the material types that will be excavated, so that their suitability

as clay liner, daily cover and final cover may be evaluated

- iii. Obtain other engineering properties, such as compressibility, expansion potential, and specific gravity
  - iv. Supplement the existing database on material properties
2. The results of the field exploration and laboratory testing will be presented to OCWR in the Basis of Design and Design Reports, as discussed in Task II-D (Slope Stability Analysis).

#### **D. Slope Stability Analysis**

1. Any areas of potential geologic instability will be evaluated in this task. Stability evaluations will be performed in accordance with the requirements of county, state, and federal agencies and landfill guidance documents. The results of these evaluations will provide input to development of the project design plan. The site topography and geological, geotechnical, and hydrogeological characterization data will be used to develop representative cross-sections for stability analyses.
2. Geologic cross sections and material property data will be inputted to a computerized slope stability program along with the external loading parameters to obtain factors of safety for the slopes. Potential sliding surfaces, both block and circular, will be evaluated. Where the slope geometry and bedding attitudes warrant, three-dimensional stability analyses are to be performed to optimize the design of stable slopes.
3. Based on the results of these analyses, areas where the factor of safety may be inadequate will be identified and potential stabilization measures will be considered. In conjunction with development of the final grading plan, critical cross-sections will be analyzed for slope stability under static loading conditions for short-term slopes and for both static and dynamic loading conditions for long-term slopes. The potential for development of unstable slope areas during grading will also be evaluated.
4. The design earthquake criteria specified in Federal Regulations (Subtitle D) and State Regulations (CCR Title 27) may make seismic loading the governing criterion for excavated slopes. Seismic analysis of slope may require computation of deformations to assess its seismic stability. The design criteria for slope stability evaluations will be summarized in the Technical Design Criteria Memorandum.
5. The results of the slope stability analyses including stability cross-sections and stability output results will be presented in a geotechnical design report to be included in the Basis of Design Report (discussed below).

### **III. HYDROLOGY AND DRAINAGE DESIGN**

- A. Surface-water drainage controls will be analyzed and designed using the Rational Method in accordance with the Orange County Hydrology Manual. Modeling for complex hydraulic structures will be performed using HEC-HMS for the determination of peak flow rates and HEC-RAS for the determination of transitional flow depths, needed to size drainage devices. The surface-water drainage control may include swales, ditches, and down-chutes both within the back-cut and stockpile areas. Standard details developed by the County will be used where applicable. This project may include the following drainage designs:
1. Bench drains
  2. Down-drains with a concrete lining
  3. Earthen channel lining with an impermeable lining may be considered or other appropriate channel lining materials
  4. Desilting capacity must be employed where possible, but limited to areas where infiltration is not expected to affect stability of the landslide

### **IV. GRADING AND IMPROVEMENT PLANS**

- A. The A-E will prepare the 30, 60, 90, and 100 percent design submittals. Included in the submittals will be drawings illustrating the layout and details of the work.
- B. AutoCAD and associated engineering software will be used to develop the final grading plans and estimates of the volumes of excavation and stockpile fill required. The grading plan will be developed based on the preliminary grading plan and the results of the geotechnical investigation, slope stability analyses and slope stabilization design. Drainage structures will be developed and designed based on the hydrology and hydraulic calculations discussed under Task III (Hydrology and Drainage Design). Grading details, such as benches and sub-drains, will be developed. The grading plans will include survey control, fill/cut boundaries, location of sub-drains, and delineation of grading areas and slope stabilization areas. Details and construction sequencing for slope stabilization measures will also be developed. Should it become feasible to construct a lined cell, then the work will also include design of liner subgrade and liner system, erosion control measures, stockpile grading plans and fill sequencing plans,
- C. Issues relating to the construction phasing, including storm water control and stockpile phasing, will be considered in development of the grading plan. Environmental impacts due to grading, including dust, noise, and vehicular traffic to and from the site, will also be evaluated. The results and recommendation along with all design criteria will be presented in a Technical Design Memorandum.

- D. Development of the grading plan will also consider current topography, the overall soils handling plan, soil stockpile configurations, grading, and operational concerns for slope and drainage maintenance.
- E. The design drawing should also address final CEQA mitigation measures or other necessary resource agencies' permit conditions.
- F. Electronic drawing files shall be provided.

## **V. PREPARE BASIS OF DESIGN AND DESIGN REPORTS**

To accompany the 30, 60, 90, and 100 percent submittals, the Team will prepare design reports documenting the results of analyses performed during design.

### **A. Preliminary Technical Design Memorandum**

- 1. The preliminary grading plan (30 percent) submittal will be accompanied with the Technical Design Memorandum. This document will include:
  - i. preliminary design criteria
  - ii. geotechnical investigation results
  - iii. quantity estimate

### **B. 60 Percent Basis of Design Report**

- 1. The 60 percent submittal will accompany the Basis for Design Report. This document will include:
  - i. design criteria
  - ii. geotechnical investigation results
  - iii. an outline of technical specifications
  - iv. quantity estimate
  - v. preliminary cost estimate
  - vi. schedule
- 2. The A-E will develop an Engineer's cost estimate. The Engineer's estimate will be based on material quantities calculated from the construction drawings and unit prices obtained from industry sources, recent bid awards at the landfill, and the A-E's experience. The Engineer's estimate will also include the cost of CM and QA/QC services, to be procured separately.

**C. 90 Percent Design Report**

1. The 90 Percent Design Report will include results of the field exploration and laboratory testing work, slope stability analyses for the back-cut slopes, and design calculations for the slope stabilization measures and surface-water drainage controls and hydrology. Design computations will be included in appendices to each design report. This document will include:
  - i. design criteria
  - ii. geotechnical investigation results
  - iii. engineering calculations
  - iv. proposal, supplementary conditions and special provisions
  - v. technical specifications
  - vi. quantity estimate
  - vii. cost estimate
  - viii. schedule
2. The 90 percent submittal Design Reports will include bid document and technical specifications. The submittals will represent a complete package of the contract documents suitable for grading of the landslide back-cut and construction of the miscellaneous civil improvements, including the liner system if a lined cell is to be constructed. These documents will include general requirements, general conditions, supplementary conditions, special provisions, a QA/QC Plan, and construction drawings. Technical specifications will be prepared for grading, demolition, clearing and grubbing, potential landslide excavation, installation of the liner system, stockpile and engineered fill placement and compaction, quality control, sub-drain construction, slope stabilization, erosion control, and biological habitat restoration.

**D. Final (100 Percent) Design Report**

The final bid document submittal will be provided for final review and approval. It will be submitted in electronic and as reproducible formats.

**VI. BIOLOGICAL MITIGATION AND PERMITTING**

- A. The plans and specifications developed for this project will include mitigation features if required by the CEQA process. At this time, biological mitigation is expected to be limited to hydro-seeding. Extensive ecological restoration elsewhere onsite or offsite, such as requiring preparation of planting and irrigation plans, is not expected. The project may require:

1. Coordination with others conducting a CEQA analysis
2. Incorporation of CEQA mitigation measures and conditions from the other resource agency permits

## **VII. COORDINATION WITH A-E FIRMS AND REGULATORY AGENCIES**

The A-E is anticipated to coordinate with other A-E firms in other aspects of the landfill operations and the regulatory/permit agencies such as the RWQCB in their review of the geotechnical design report and bid documents.

## **VIII. CONSTRUCTION ENGINEERING SUPPORT SERVICES**

The A-E will provide support during the construction period. This is expected to include attendance at regular weekly progress meetings during construction and other support as required.

### **A. Attend Meetings during Construction**

1. The key participants in the weekly or other special meetings requiring Design A-E input will include the A-E's Project Manager. Depending upon the agenda items at hand, other Design A-E representatives may attend some of the meetings to provide any clarification to the grading plans, hydrology and drainage, or biological mitigation issues. Meetings which require attendance by the A-E members will include:
  - i. Pre-bid job walk
  - ii. Pre-construction meeting
  - iii. Weekly construction meetings
  - iv. Final job walk

### **B. Design Related Support**

1. During the bid and construction period, the Team will:
  - i. Provide bidding assistance and assist with addenda preparation.
  - ii. Review final bids and make written recommendation to OCWR for the awarding of the contract.
  - iii. Evaluate construction activity conformance with the Plans and Specifications.
  - iv. Review and consult with OCWR and CM representatives on technical issues that arise during construction.
  - v. Review Contractor change order requests and proposals if requested.

- vi. Review Contractor Requests for Information (RFIs) relating to design.
- vii. Assist Construction Manager with the preparation of a punch list.
- viii. Review of Final As-Built Drawings.

## **IX. AS-NEEDED A-E SERVICES**

- A.** During the contract period, the A-E will provide other as-needed A-E services. These services may include:
1. Provide miscellaneous civil, geotechnical, mechanical, and electrical engineering, geological services, and other solid waste related engineering services as determined necessary.
  2. Coordinate with other involved A-E firms.
  3. Prepare design reports or other submittals required by regulatory agencies/permit agencies.
  4. Meet with regulatory agencies as necessary during the design phase.
  5. Perform other miscellaneous services as required.

## **REGULATORY COMPLIANCE REQUIREMENTS**

**The A-E shall not be entitled to any time extensions or compensation for any cost due to any action required as a result of the A-E's failure to comply with those provisions within the A-E's control as listed below. The A-E shall be responsible for ensuring that the A-E's subcontractor(s) and Team Member(s) comply with the provisions of this Section. The A-E shall be liable for any action or inaction resulting in a fine imposed by the regulatory agencies on those incidents of noncompliance that is within the A-E's area of responsibility.**

### **I. PERMITS**

- A.** The A-E shall be responsible for obtaining all trade-related permits required by the Task Order, permits required for the operation and storage of any equipment or hazardous regulated materials brought onsite, and permits required for dispensing and storing of petroleum-related products.
- B.** The A-E shall maintain copies of all permits required for construction required by a Task Order at the job site. Exceptions to this shall be the South Coast Air Quality Management District (SCAQMD) permit for dust control and the SCAQMD permit and Local Enforcement Agency (LEA) approval for refuse excavation, if required, which shall be obtained by the County. However, it is still the responsibility of the A-E to comply with the conditions in the SCAQMD permits and all other permits, which shall become a part of this Agreement. The A-E shall submit to the County a California Occupational Safety Health Agency (Cal-OSHA) Excavation Permit, if necessary. The A-E shall obtain a copy of the

landfill's National Pollutant Discharge Elimination System (NPDES), Storm Water Pollution Protection Plan (SWPPP) and Monitoring Program (MP) and comply with the conditions therein that are applicable to the A-E.

## II. REGULATORY COMPLIANCE AUTHORITIES

All work shall be performed in accordance with the most current regulatory criteria and standards, which include, but are not limited to:

- A. Waste Discharge Requirements issued by the respective California Regional Water Quality Control Boards;
- B. Resource Conservation and Recovery Act, Subtitle D;
- C. California Code of Regulations Titles 8 (Cal-OSHA), 14, 23, and 27;
- D. South Coast Air Quality Management District Rules 403, Title V, NSPS and 1150.1;
- E. National Pollutant Discharge Elimination System (NPDES) including Construction General and Industrial General Permits;
- F. County of Orange OC Public Works,; County of Orange OC Public Works Grading Manual and Excavation Code;
- G. Uniform Fire Code;
- H. Others may include: APWA Standard Specifications, current County of Orange Hydrology Manual and California Environmental Quality Act, as well as instructions set forth by the Director of OC Waste & Recycling or designee; and
- I. Any other agency permits pertinent to the Project.

## III. ORDINANCES

Construction shall conform to all Federal, State, County, and local codes, ordinances, regulations, and standards having jurisdiction thereof. In the case of conflict between any such applicable documents mentioned above and the specifications and drawings, the highest requirement shall govern. No additional charges shall be allowed for any changes to make work conform to regulations of above-mentioned documents or governing agencies, but shall be considered as completely included in the Task Order price.

## IV. CULTURAL/SCIENTIFIC RESOURCES

- A. The County may employ the services of a paleontological/archaeological firm to monitor the excavation at the project site. The A-E shall cooperate with the personnel of the firm. In the event the paleontologist or archaeologist asks the A-E to stop work in a particular section of the excavation, the A-E shall abide by the request immediately.
- B. If the A-E's operations uncover, or A-E's employees find any burial grounds or remains,

ceremonial objects, petroglyphs, and archaeological or paleontological, or other artifacts of like nature within the construction area, the A-E shall immediately notify the County's onsite representative of the A-E's findings and shall modify the construction operations, so as not to disturb the findings pending receipt of notification as to determination of the final disposition of such findings from the County.

- C. Should the findings, or notification as to disposition of findings, result in delays or extra work, additional time and/or extra work, payment will be allowed as provided for within the Task Order.
- D. Any findings of a cultural/scientific resource nature shall remain the property of the County and not become the property of the person or persons making the discovery.

## V. DISPOSAL OF SOLID WASTE

The A-E shall be responsible for proper disposal of all refuse. Unless the waste meets Class III solid waste criteria, and any other requirements in the landfill's solid waste facilities permit, the A-E shall not dispose of said waste at the landfill. If the A-E elects to dispose of Class III refuse in any OC Waste & Recycling operated landfill, the A-E shall be responsible for processing refuse through the scales and shall pay the current gate fees, unless it is specified otherwise in the Task Order.

Solid waste resulting from maintenance and service may be disposed of within the active landfill at no charge if acceptable within the guidelines of a Class III landfill and approved in writing by the County. The A-E shall contact the PM prior to disposal of solid waste resulting from maintenance and service. Furthermore, the A-E shall not dispose of such waste prior to receipt of a written approval from the PM, which identifies a designated disposal area.

Any other solid waste or liquid waste resulting from service and maintenance that is unacceptable for disposal in a Class III landfill (including tires) shall be the sole responsibility of the A-E and the cost of disposal shall be included as part of the Task Order. The A-E shall arrange for a State approved waste-handling firm to dispose of any material classified as hazardous or unacceptable waste. This firm shall be bonded and found acceptable to County of Orange CEO/Risk Management. The A-E shall submit proof of this firm being retained by the A-E within ten (10) calendar days of the effective date of this Agreement. Any unacceptable refuse left beyond thirty (30) days may be disposed of by the County and any related costs shall be deducted directly from the monthly invoicing, performance bond, or other method at the option of OC Waste & Recycling.

## VI. DISPOSAL OF LIQUID WASTE

The County does not permit disposal of liquid waste of any kind in County landfills. This includes any waste materials, sludge, soils, etc. with moisture content over 50%.

## VII. STORM PROTECTION

- A. The A-E shall take every practicable precaution to minimize danger to persons and to the work during rainy or windy conditions. The County shall protect all County facilities within their work project. Also the A-E shall protect all facilities from damage.
- B. As part of its storm protection, the A-E shall provide a storm water management plan

(erosion control plan), to be reviewed and approved by the County. (The County is not responsible for damage if the Storm Water Management Plan is deficient or inadequate for managing storm water flows.)

### **VIII. NPDES STORM WATER DISCHARGES**

Work under this Agreement shall be subject to the requirements of the NPDES storm water regulations.

The A-E shall comply with the NPDES Regulations and the Storm Water Pollution Protection Plan for the landfill at which the work is to be conducted. Construction-related activities, including but not limited to the elements of the SWPPP, shall be performed to eliminate non-storm discharges to the storm water control system, by the A-E and subcontractor(s). The A-E shall submit a Storm Water Management Plan in compliance with NPDES Regulations and Site specific SWPPP. OC Waste & Recycling will notify the A-E of any non-compliance with the foregoing stipulations, and appropriate actions shall be taken promptly. The A-E shall also notify OC Waste & Recycling of any condition that could lead to noncompliance with the permit requirements. The A-E shall be responsible for storm water monitoring at the landfill to comply with his proposed storm water plan, if necessary.

The A-E shall not be entitled to any time extensions or compensation for any cost due to any action required as a result of the A-E's failure to comply with those provisions of the SWPPP within the A-E's control. The A-E shall be responsible for ensuring that the A-E's subcontractor(s) comply with the provisions of this Section. The A-E shall be liable for any action or fine imposed by the regulatory agencies on those incidents of noncompliance that are within the A-E's area of responsibility.

The A-E will be required to prepare a NPDES Construction General Permit Notice of Intent (NOI) if required. The County will submit the NOI as the Legally Responsible Party (LRP)

### **IX. DISCOVERED HAZARDOUS WASTE**

**A.** The A-E shall promptly, and before the following conditions are disturbed, notify the County in writing of any:

- (1) Material that the A-E believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
- (2) Subsurface or latent physical conditions at the site differing from those indicated; and
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

**B.** The County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve a hazardous waste, and cause a decrease or increase in the A-E's cost of, or the time required for, performance of any part of the work, the County shall issue a Change Order under the procedures described in the Contract. If hazardous waste is

found, the County will contact its key waste A-E to properly remove and dispose of the waste. The A-E shall not disturb the waste. The A-E shall immediately notify the County if the waste is found leaking, not containerized, or vapors or odors are detected.

- C. In the event that a dispute arises between the County and the A-E where the conditions materially differ, or involve hazardous waste, or a decrease or increase in the A-E's cost of, or the time required for performance of any part of the work, the A-E shall not be excused any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The A-E retains any and all rights provided either by the Contract or by law pertaining to the resolution of disputes and protests between the contracting parties.

#### **X. A-E GENERATED HAZARDOUS WASTE**

The A-E is responsible for the proper handling, storage, transportation (per all Federal, State and Local Regulations), and disposal of any hazardous wastes, liquid wastes or nuisance wastes (i.e. finely divided, powdery/dusty materials, strong odor, etc.) it generates on County property or elsewhere when performing work on the County's behalf.

The A-E must have an OC Waste & Recycling Safety Officer reviewed and County approved Emergency/ Contingency Plan for handling spills of hazardous, liquid or nuisance materials it is using while working on County property or elsewhere when performing work on the County's behalf. This shall include proper handling, removal and disposal of these materials per all applicable Federal and State requirements. The Plan shall also include emergency notification to County staff and emergency personnel.

The spill-damaged area(s) must be restored/repared to its original condition by the A-E in a correct and timely manner and to the satisfaction of the County.

The A-E shall provide copies of all manifests, bills of lading, etc. to the County upon request to verify proper disposal to a licensed, permitted facility has occurred.

The County has the authority to perform inspections of the A-E's work area at any time to insure all applicable regulations are being adhered to.

The A-E is responsible for training their employees, as required by OSHA CCR Title 8, in the proper handling, storage, transportation and disposal of hazardous materials. These employees must also be trained in the Emergency/Contingency Plan and know immediate response procedures should a release occur.

The A-E shall keep emergency response equipment and materials available in the working area, should a release occur.

#### **XI. FUGITIVE DUST EMISSION CONTROL**

The A-E shall comply with the requirements of the OC Waste & Recycling Fugitive Dust Emission Control Plan in conformance with the SCAQMD Rule 403. The A-E shall also notify OC Waste & Recycling any condition that could lead to noncompliance with the permit requirements.

The A-E shall submit a Dust Control Plan to be received and approved by the County.

If the A-E fails or refuses to correct the noncompliance immediately, OC Waste & Recycling may terminate the A-E's right to proceed with the work, by written notice to the A-E. In such event, OC Waste & Recycling may take over the work and prosecute the same to completion, by contract or otherwise at the A-E's expense, and may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore. Whether or not the A-E's right to proceed with the work is terminated, the A-E and the A-E's Sureties shall be liable for any damage to the County resulting from the A-E's refusal or failure to complete the work within the specified time. The A-E shall not be entitled to any time extensions or compensation for any cost due to any such action as a result of the A-E's failure to comply with those provisions of the OC Waste & Recycling Fugitive Dust Emission Control Plan within the A-E's control. The A-E shall be responsible for ensuring that all sub A-E(s) comply with the provisions of this section. The A-E shall be liable for any action or fine imposed by the SCAQMD on those incidents of noncompliance that are within the A-E's area of responsibility.

OC Waste & Recycling's Fugitive Dust Emission Control Plan (SCAQMD Rule 403-Fugitive Dust-April 1993) is available for review by the A-E in the offices of the OC Waste & Recycling Project Manager.

## **XII. BIOLOGICAL AND HABITAT PROTECTION**

OC Waste & Recycling will inform the A-E of any biological resources that would or could be impacted by the project, and specify any required mitigation measures or procedures to protect those resources during construction. The A-E shall be responsible for complying with these protection measures, and for ensuring that all sub A-Es also comply. The County has the authority to perform inspections of the A-E's work area at any time to ensure that these measures or procedures are being followed.

## **XIII. MAINTENANCE FACILITY AND WORK AREA**

Maintenance facility areas have been designated at the Landfill for the purpose of maintaining County equipment. This area is intended to be available for use by the County's Equipment Maintenance A-E and for other contractors and haulers only upon permission and at the convenience of OC Waste & Recycling. Any contractor permitted to utilize this area shall inspect the area and comply with any and all provisions of these Regulatory Compliance Section Articles. All contractors shall keep the facility clean. If this facility becomes unavailable to the County's Equipment Maintenance A-E for any reason, the County's Equipment Maintenance Contractor shall be provided an alternate location acceptable to the OC Waste & Recycling Regional Project Manager or designee. No such guarantee of an alternate location is made to any other contractor or hauler by the County. All costs related to relocating the facility is the sole responsibility of the County's Equipment Maintenance Contractor and shall be included as part of the fixed rate price agreement.

Any damage or repairs caused by the A-E or his vendors/suppliers to the designated maintenance area or other landfill facilities/projects shall be paid for or repaired by the A-E to the satisfaction of OC Waste & Recycling. All construction and/or replacement shall be done with materials and equipment of the same kind constructed or product installed. If the A-E does not repair the damaged facility/area within thirty (30) calendar days, the A-E shall pay for all construction/installation and related costs performed by the County by direct deduction plus a five percent (5%) administration fee from the monthly invoice or by invoiced separate payment. Any facility considered crucial to the operation of the landfill must be repaired immediately and

costs shall be paid by direct deduction plus a five percent (5%) administrative fee as above indicated in the same manner.

The A-E shall be responsible for maintaining clean equipment and a clean working area. Removal of contaminated soil as a result of maintenance activities shall be the sole responsibility of the A-E and shall be mitigated to OC Landfill's satisfaction immediately following written notice from the OC Waste & Recycling Project Manager. The area of contamination may be tested and certified by a third independent party qualified to conduct the evaluation. The proposed certifying firm shall submit qualifications to the OC Waste & Recycling Project Manager for acceptance and approval. All costs associated with contaminated soil removal, disposal and certification, if necessary, shall be the sole responsibility of the A-E. Prior to removal, the A-E must provide a manifest of transport showing legal disposal of contaminated material. A copy of the manifest, certified and approved by the disposal location, shall be provided to OC Waste & Recycling prior to shipment. If the manifest is not submitted,

OC Waste & Recycling will withhold or deduct directly the estimated cost of removal and disposal from monthly invoice, plus five percent (5%) administration fee until the manifest or appropriate documentation is submitted by the A-E.

Upon written notice from the OC Waste & Recycling Project Manager, if the A-E does not comply with the removal of the contaminated soil immediately, OC Waste & Recycling will remove, process, transport, and certify the material as stated above and all costs incurred by OC Waste & Recycling for removal and disposal, plus a five percent (5%) administrative fee will be deducted directly from the A-E's monthly invoice or through supplemental payment as approved by the OC Waste & Recycling Project Manager or designee.

The A-E shall be responsible for the storage and protection of any and all products in accordance with manufacturer instructions; product seals and labels shall be intact and legible, and sensitive products shall be stored in weather tight, climate controlled enclosures. The A-E shall arrange storage of products to permit access for inspection by OC Waste & Recycling or enforcement agency personnel.

#### **XIV. RED IMPORTED FIRE ANT INTERIOR QUARANTINE OF ORANGE COUNTY**

The A-E shall be responsible for strict compliance with the quarantine of the County of Orange for the red imported fire ant as defined in the California Food and Agricultural Code in Division 4, Chapter 3, Subchapter 4, Article 4, Section §3432 incorporated herein by reference with regards to the quarantine area, the commodities covered, and the restriction on movement, possession and sale of commodities covered. Violation of any provision of this Article of this Agreement and/or the State mandate by the A-E shall require the A-E to bear the full financial responsibility of any assessed fine or penalty on the County, indemnify the County by the completion and submission for County approval of an acceptable, detailed, incident report within five working days of the date of the violation or not later than five working days from the date of the notification of the violation, whichever is the later.

**ATTACHMENT B  
COST/COMPENSATION**

- I. COMPENSATION:** This is a time and materials usage CONTRACT between COUNTY and A-E for Design of Phase VIII-A Groundwater Protection and Stockpile Locations at Frank R. Bowerman Landfill 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:**

<b>TETRA TECH BAS, INC.</b>	
<b>Classification Titles</b>	<b>Hourly Rate</b>
1-Man Survey Party with GPS (1M-GPS)	\$ 222.00
2-Man Survey Party (SP-2M)	\$ 245.00
3-Man Survey Party (SP-3M)	\$ 300.00
Administrative Assistant I (AA I)	\$ 77.00
Administrative Assistant II (AAII)	\$ 116.00
CADD Designer/Drafter (CD)	\$ 139.00
CADD Operator (CO)	\$ 82.00
Chief Engineering Technician (CT)	\$ 131.00
Chief of Survey Parties (CSP)	\$ 148.00
Construction Engineering Technician (CET)	\$ 148.00
Construction Manager (CM)	\$ 181.00
Construction Supervisor (CS)	\$ 153.00
Data/Word Processor (DWP)	\$ 91.00
Designer (DD)	\$ 132.00
Division Engineer (DE)	\$ 226.00
Drafter (D)	\$ 113.00
Electrical Engineer (EE)	\$ 181.00
Engineer (E)	\$ 99.00
Engineer I (E-I)	\$ 114.00
Engineer II (E-II)	\$ 125.00

Engineer III (E-III)	\$ 137.00
Engineer IV (E-IV)	\$ 144.00
Engineer V (E-V)	\$ 158.00
Engineer VI (E-VI)	\$ 167.00
Engineer VII (E-VII)	\$ 179.00
Environmental Specialist (ES)	\$ 95.00
Environmental Specialist I (ES-I)	\$ 108.00
Environmental Specialist II (ES-II)	\$ 122.00
Environmental Specialist III (ES-III)	\$ 131.00
Landscape Architect (LA)	\$ 131.00
Landscape Architect I (LA-I)	\$ 146.00
Landscape Architect II (LA-II)	\$ 175.00
Landscape Architect III (LA-III)	\$ 241.00
Office Services Clerk (OS)	\$ 87.00
Principal (P)	\$ 256.00
Principal Solid Waste Planner (PSW)	\$ 233.00
Principal Engineer (PRE)	\$ 239.00
Project Accountant/Analyst (PA)	\$ 92.00
Project Coordinator (PC)	\$ 95.00
Project Designer (PD)	\$ 157.00
Project Director (PDR)	\$ 245.00
Project Manager I (PM-1)	\$ 177.00
Project Manager II (PM-II)	\$ 187.00
Project Manager III (PM-III)	\$ 201.00
Regulatory Compliance Manager (RCM)	\$ 161.00
Regulatory Compliance Specialist (RS)	\$ 126.00
Regulatory Compliance Specialist II (RS-II)	\$ 148.00
Senior CADD Operator (SCO)	\$ 99.00
Senior Designer (SDD)	\$ 144.00
Senior Drafter (SD)	\$ 122.00
Senior Environmental Scientist (SNS)	\$ 155.00
Senior Environmental Specialist (SES)	\$ 136.00
Senior Geologist (SG)	\$ 209.00
Senior Principal (SP)	\$ 291.00
Senior Project Coordinator (SPC)	\$ 158.00
Senior Project Designer (SPD)	\$ 167.00
Senior Project Manager (SM)	\$ 215.00
Senior Regulatory Compliance Specialist (SRS)	\$ 156.00

<b>*Subcontractor –Advanced Earth Sciences, Inc.</b>	
<b>Classification Titles</b>	<b>Hourly Rate</b>
Senior Principal	\$ 220.00
Principal Engineer/Principal Geologist	\$ 210.00
Project Manager	\$ 210.00
QA/QC Manager	\$ 210.00
Associate	\$ 185.00
Senior Engineer/Senior Geologist	\$ 163.00
Project Engineer/Project Geologist	\$ 147.00
Senior Staff Engineer/Senior Staff Geologist	\$ 133.00
Staff Engineer/Staff Geologist	\$ 124.00
Construction Engineering Technician – Regular (non PW)	\$ 97.00
Construction Engineering Technician – Overtime (non PW)	\$ 122.00
Soils/Asphalt/Field Technician – Prevailing Wage	\$ 130.00
Soils/Asphalt/Field Technician – Prevailing Wage Overtime	\$ 153.00
Soils/Asphalt/Field Technician - Prevailing Wage Double Time	\$ 176.00
CADD Designer/Drafter	\$ 102.00
Project Administrator	\$ 91.00
Word Processor	\$ 91.00
Project Manager/Principal Geotechnical Engineer	\$ 210.00
Specialist Consultant	\$ 250.00

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

<b>B. <del>Total</del> Initial CONTRACT Amount Shall Not Exceed: <u>\$2,000,000</u></b>	<b>Amendment No. 1 (Renewal)</b> Removed “Total” and added “Initial” Added Paragraph C.
<b>C. Renewal CONTRACT Term Amount Shall Not Exceed: <u>\$250,000</u></b>	

- III. **PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of this CONTRACT. All price decreases will automatically be extended to COUNTY.
- IV. **FIRM DISCOUNT AND PRICING STRUCTURE:** A-E guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. A-E agrees that no price increases shall be passed along to COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.
- V. **A-E’S EXPENSE:** A-E will be responsible for all costs related to photo copying, telephone communications and fax communications while on COUNTY sites during the performance of work and services under this CONTRACT.
- VI. **REIMBURSABLE ITEMS:** Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the COUNTY Project Manager. A-E may be entitled to reimbursement for the following, upon prior approval by COUNTY:

- 1) The actual costs of special equipment to be rented, leased or purchased by A-E for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by the COUNTY Project Manager.
- 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 COUNTY location, as well as mileage within COUNTY property will not be reimbursed.
- 4) Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
- 5) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
- 6) 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 Waste & Recycling  
 Attn: Accounts Payable  
~~300 N. Flower St., Suite 400~~ 601 N. Ross St, 5<sup>th</sup> Floor  
 Santa Ana, CA ~~92703-5000~~ 92701

**Amendment No. 1 (Renewal)**  
 Removed previous OCWR street address and zip code and added new OCWR street address and zip code.

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 Exp	Licenses/ Certifications (include license number)
Caleb Moore	Principal Engineer/ Project Manager	19	Professional Engineer, Civil: CA #66580; National Council of Examiners for Eng. & Survey. Cert. #44084
Suji Somasundaram	Principal Engineer/ Lead Geotechnical Eng.	34	Professional Geotechnical Engineer: CA #2263; Professional Civil Engineer: CA #44199
Christine Arbogast	VP, Solid Waste/ Principal (TTBAS)	33	Professional Engineer, Civil: CA #42578
Kris Khilnani	President, AES/ Principal (AES)	45+	Professional Geotechnical Engineer: CA #2203; Professional Civil Engineer: CA #39661
Greg Saul	Division Engineer/ Civil Engineering	22	Professional Engineer, Civil: CA #60600; Qualified SWPPP Developer/Practitioner #01019
Vy Yannizzi	Project Engineer/ Civil Engineering	9	Professional Engineer, Civil: CA #83234
Julie Hauenstein	Project Engineer/ Civil Engineering	13	Professional Engineer, Civil: CA #77358
Michael Raub	Principal Geologist/ Landslide Mitigation	34	Professional Geologist: CA #4415; Certified Engineering Geologist: CA #1376
Greg Raymer	Senior Geologist/ Field Exploration	28	Professional Geologist: CA #6332 Certified Engineering Geologist: CA #1997
Grant Miller	Principal Geologist/ Geology-Hydrogeology	34	Professional Geologist: CA #4188 Certified Engineering Geologist: CA #1397

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.

<b>Company Name &amp; Address</b>	<b>Contact Name and Telephone Number</b>	<b>Project Function</b>
Advanced Earth Sciences 9307 Research Drive, Irvine, CA 92618	Kris Khilnani 949.379.2450	Geology and Geotechnical Engineering Services