

**CONTRACT**

**THIS CONTRACT**, hereinafter referred to as “CONTRACT” for purposes of identification hereby numbered MA-299-17010347, 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-299-17010347 Scope Of Work for Construction Management, Quality Assurance/Quality Control and Archeological/Paleontological/Biological Services for South County Regional 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 is an engineering firm and will perform the PROJECTS/SERVICES provided for herein in association with the following team members: **CAPO Projects Group, ECORP Consulting, Inc., Geo-Logic Associates, and Paleo Solutions.**

A professional duly registered in the State of California, who shall be assigned to PROJECT/SERVICES and whose services are offered by A-E and accepted by COUNTY is: **Caleb Moore, P.E.**

**1.1.3.** Other key professionals assigned by A-E to the PROJECTS/SERVICES and their respective assignments have been approved by County and are shown in Attachment C. During the term of this CONTRACT, neither A-E, nor team members will substitute others for the named key professionals approved by County

without written approval of the Director of OC Public Works or designee, as specified on the signature page (the "DIRECTOR"). If a designated professional fails to perform satisfactorily, upon written notice from the DIRECTOR, A-E shall remove that person from the Task and replace that person with one acceptable to the DIRECTOR.

For the purposes of this CONTRACT, "team members" shall mean independent A-E, whether individuals or companies, hired directly by A-E to assist in the performance of any and/or all aspects of the PROJECTS/SERVICES under this CONTRACT. Team members listed above may only be substituted by mutual agreement of A-E and the DIRECTOR. Nothing contained in this CONTRACT shall create any contractual relations between County and any team member employed by A-E in connection with the PROJECTS/SERVICES.

A-E shall be fully responsible and liable for the work of its employees, all team members and sub-contractors of A-E performing PROJECTS/SERVICES under this CONTRACT. A-E shall ensure that all team members and sub-contractors are aware of the terms of this CONTRACT and comply fully with all such terms. A-E shall have no liability for work by A-E independently contracting with County, except insofar as such liability arises due to A-E's performance of PROJECTS/SERVICES under this CONTRACT.

- 1.1.4.** Consultants/contractors may be substituted and/or added by mutual CONTRACT of A-E and the DIRECTOR. If a designated professional fails to perform satisfactorily, upon written notice from OC Waste & Recycling, A-E shall remove that person from the Task and replace that person with one acceptable to OC Waste & Recycling.
- 1.1.5.** A-E's employment of independent consultants/contractors shall not relieve A-E from the performance of its own responsibilities pursuant to this CONTRACT. However, all consultants/contractors independently contracting with COUNTY shall be independently liable to COUNTY for the performance of the work pursuant to their agreements, and A-E shall have no liability for work by contractors independently contracting with COUNTY.

## **1.2. Projects/Services**

### **1.2.1. Description of PROJECTS/SERVICES**

- a. PROJECT/SERVICES to be performed by A-E shall consist of the work as specified herein and as required in Attachment A. If in the event Attachment A shall be in conflict with any provision of this CONTRACT, the wording as set forth in Attachment A shall prevail.
- b. A-E shall be responsible for submitting all PROJECTS/SERVICES to COUNTY in a form which has been thoroughly reviewed and checked for completeness, accuracy and consistency by the registered professional named in Section 1.1.2 herein; and, any PROJECTS/SERVICES not meeting this requirement will be returned to A-E prior to review by COUNTY.

### **1.2.2. Design Criteria and Standards**

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

### 1.2.3. Scheduling

- a) 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 at least once every two (2) weeks with COUNTY to review progress of work, adherence to progress schedule, coordination of work, scheduling of seminars, if needed, and to resolve any problems that may develop.
- d) Within five (5) working days of each meeting, A-E shall prepare a brief memorandum summarizing the results of the meeting and shall submit it to COUNTY for concurrence.
- e) A-E shall complete all the work of PROJECTS/SERVICES and obtain all approvals by the COUNTY within the time frame indicated in Attachment A except A-E shall not be responsible for any delay beyond the control of A-E.
- f) In the event A-E fails to complete the work and obtain the approval of DIRECTOR in the time allowed, COUNTY shall have the option of completing the work by its own forces or by contract with another firm. The time allowed for A-E to complete the PROJECTS/SERVICES pursuant to this CONTRACT shall be extended for delay caused by COUNTY in completing its work pursuant to this CONTRACT which delay exceeds the agreed COUNTY review and/or approval time periods.

### 1.3. Assistance by COUNTY STAFF

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

### 1.4. Term and Maximum Compensation

- 1.4.1. The term of this CONTRACT is for **five (5) years**, commencing upon approval by the COUNTY Board of Supervisors, with a maximum allowable compensation of **six million five hundred thousand dollars (\$6,500,000)**, 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 must be approved by the Board. Increases in the CONTRACT amount for services within the existing scope of work may be granted by the DIRECTOR where the amount does not exceed 25 percent of the existing CONTRACT price or \$100,000, whichever is less.
- b) A-E's billing for the Extra Work shall include but not be limited to names of A-E's staff employed in the Extra Work, classification of employees and number of hours worked.

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

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

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

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

**2.1.2** Nothing in this CONTRACT shall be deemed to make A-E, or any of A-E's employees or agents, agents or employees of the COUNTY. A-E shall be an independent contractor and shall have responsibility for and control over the details and means for performing the

work, provided that A-E is in compliance with the terms of this CONTRACT. Anything in the CONTRACT which may appear to give COUNTY the right to direct A-E as to the details of the performance of the work or to exercise a measure of control over A-E shall mean that A-E shall follow the desires of COUNTY, only in the results of the work.

## **2.2 Non-Discrimination**

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

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

## **2.3 Employee Eligibility Verification**

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

## **2.4 Independent Contractor**

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

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

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

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

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

## **2.6 Labor Code Notice**

**2.6.1** All A-E and subcontractors must comply with the requirements of California Labor Code 1770 et seq. if the work performed is considered a "public works" under California Labor Code 1720 et seq. A-E is encouraged to contact the California Department of Industrial



Relations for clarification if the A-E is unsure if some or any of the work performed under this CONTRACT qualifies as “public works”.

### 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) or deductibles shall be clearly stated on the Certificate of Insurance. If no deductibles or SIRs apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of A-E’s current audited financial report. A-E shall be responsible for reimbursement of any deductible to the insurer.

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

#### A. Qualified Insurer

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier). If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
2. The policy or policies of insurance maintained by the A-E shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including converge for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims made or per occurrence \$2,000,000 aggregate
Environmental/Pollution Liability	\$1,000,000 per claims made or per 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, its 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.
2. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents.
3. All insurance policies required by this CONTRACT shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.
4. A-E shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the CONTRACT, upon which the COUNTY may suspend or terminate this CONTRACT.

5. If A-E's Professional Liability policy is a "claims made" policy, A-E shall agree to maintain professional liability coverage for two (2) years following completion of CONTRACT.
6. The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).
7. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.
8. If the A-E fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.
9. COUNTY expressly retains the right to require A-E to increase or decrease insurance of any of the above insurance types throughout the term of this CONTRACT. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
10. COUNTY shall notify A-E in writing of changes in the insurance requirements. If A-E does not deposit copies of acceptable Certificates of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this CONTRACT may be in breach without further notice to A-E, and COUNTY shall be entitled to all legal remedies.
11. The procuring of such required policy or policies of insurance shall not be construed to limit A-E's liability hereunder nor to fulfill the indemnification provisions and requirements of this CONTRACT, nor act in any way to reduce the policy coverage and limits available from the insurer.

**D. Certificate Holder Information**

The County of Orange has contracted with Ebix RCS to monitor insurance certificated and endorsements for compliance with the above requirements. Upon initial award of a Contract, the certificate(s) and endorsement(s) should be forwarded to the agency/department address listed on the solicitation. The County will forward these documents to Ebix RCS on your behalf. Ebix RCS may contact you to advise you of deficiencies and request corrected documents. Please cooperate with their request for information or corrections in order for the County to continue your Contract through the expiration date.

- 3.2.1** If A-E subcontracts portions of the architectural or engineering design PROJECTS/SERVICES to be performed under the terms of this CONTRACT, A-E shall obtain evidence that such subcontractors have purchased Professional Liability Insurance to the same limits as described in Paragraph 4 (unless modified by Attachment A) and containing the same clauses as the insurance required of A-E under the terms of this CONTRACT. Evidence of subcontractor's insurance shall be submitted to COUNTY upon request.

**4. INDEMNITY/COMPLIANCE**

- 4.1 A-E shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions**



**and any other liability which may be assessed against A-E or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.**

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

### **4.3 Indemnification**

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

### **4.4 Bills and Liens**

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

### **4.5 Compliance with Laws**

- 4.5.1** A-E represents and agrees that services to be provided under this CONTRACT shall fully comply, at A-E's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the PROJECTS/SERVICES at the time PROJECTS/SERVICES are provided to and accepted by COUNTY.
- 4.5.2** A-E acknowledges that COUNTY is relying on A-E for such compliance, and pursuant to the requirements of the indemnification paragraph above, **A-E agrees that it shall defend, indemnify and hold COUNTY and COUNTY INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.**

## **5. TERMINATION**

### **5.1 Termination of Contract for Cause**

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

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

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

### **5.2 Termination for Convenience**

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

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

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

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

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

### **5.3 Breach of Contract**

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

- a) afford the A-E written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
- b) discontinue payment to the A-E for and during the period in which the A-E is in breach; and
- c) offset those monies disallowed pursuant to the above, against any monies billed by the A-E but yet unpaid by the COUNTY.

**5.4 Default**

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

**6. MISCELLANEOUS****6.1 Laws to be Observed**

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

**6.2 Award of Construction Contract and Other Future Contracts**

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

CONTRACT. This prohibition applies also to a subcontractor of or parent company of the firm that performed architectural-engineering tasks under this CONTRACT.

### **6.3 Amendments**

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

### **6.4 Successors and Assigns**

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

### **6.5 Entirety**

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

### **6.6 Severability**

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

### **6.7 Binding Obligation**

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

### **6.8 Governing Law and Venue**

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

**6.8.2** The PARTIES specifically agree that by soliciting and entering into and performing PROJECTS/SERVICES under this CONTRACT, the A-E shall be deemed to constitute doing business within Orange County from the time of solicitation of work, through the period when all PROJECTS/SERVICES under this CONTRACT is completed, and continuing until the expiration of any applicable limitations period.

### **6.9 Child Support Enforcement Requirements**

**6.9.1** To comply with child support enforcement requirements of the COUNTY, within thirty (30) days of notification of selection for award of PROJECTS/SERVICES, A-E agrees to complete and furnish to DIRECTOR the information required in County of Orange Child Support Enforcement Contract Certification, hereinafter referred to as "Exhibit 1," attached hereto and incorporated herein by reference.

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

**6.10 Ownership of Documents**

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

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

**6.11 Confidentiality**

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

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

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

**6.12 Publication**

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

**6.12.2** The A-E agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this CONTRACT or any subsequent amendment of, or effort under this CONTRACT. A-E must first obtain review and approval of said media contact from the COUNTY through the COUNTY'S Project Manager. Any requests for interviews or information received by the media should be referred directly to the

COUNTY. A-E's are not authorized to serve as a media spokespersons for COUNTY projects without first obtaining permission from the COUNTY Project Manager.

### **6.13 Records and Audit/Inspections**

- 6.13.1** A-E shall keep an accurate record of time expended by A-E and/or consultants employed by A-E in the performance of this CONTRACT.
- 6.13.2** Within ten (10) days of COUNTY's written request, A-E shall allow COUNTY or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this CONTRACT.
- 6.13.3** A-E shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of three (3) years after termination or completion of the CONTRACT or until resolution of any claim or dispute between the PARTIES, whichever is later.
- 6.13.4** Should A-E cease to exist as a legal entity, records pertaining to this CONTRACT shall be forwarded within a reasonable period of time not to exceed sixty (60) days to its successor in interest or surviving entity in a merger or acquisition, or, in the event of liquidation, to COUNTY.
- 6.13.5** A-E shall have an adequate financial management system and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18 and 48 CFR Part 31.

### **6.14 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:

Name: Tetra Tech BAS, Inc.  
Address: 1360 Valley Vista Drive  
City: Diamond Bar, CA 91765  
Attn: Caleb Moore  
Phone: 909-860-7777  
E-mail: [caleb.moore@tetrattech.com](mailto:caleb.moore@tetrattech.com)

For COUNTY:

Name: OC Waste and Recycling  
Address: 300 N. Flower Street, Ste. 400



City: Santa Ana, CA 92703  
Attn: Kevin Oxford, Project Manager  
Phone: 949-728-3042  
E-mail: [kevin.oxford@ocwr.ocgov.com](mailto:kevin.oxford@ocwr.ocgov.com)

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

cc: OC Waste & Recycling Procurement Services  
300 N. Flower St., Suite 400  
Santa Ana, CA 92703  
Attn: Diane Dodson  
Phone: 714-834-4145  
E-mail: [diane.dodson@ocwr.ocgov.com](mailto:diane.dodson@ocwr.ocgov.com)

**6.15 Attorney's Fees**

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

**6.16 Interpretation**

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

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

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

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

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

**6.17 Headings**

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

**6.18 Acceptance**

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

**6.19 Changes**

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

**6.20 Assignment**

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

**6.21 Changes in Ownership**

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

**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 Agreement 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.

County of Orange, OC Public Works  
Tetra Tech BAS, Inc.



# County of Orange

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

**COUNTY of ORANGE**

**Tetra Tech BAS, Inc.**

DocuSigned by:  
Bryan Stirrat 9/4/2016  
Signature ID: 0DA8076C6D2B401... Date

Bryan Stirrat PRESIDENT

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.)*

Shane Silsby, Director  
OC Public Works

\_\_\_\_\_  
Date

**Tetra Tech BAS, Inc.**

DocuSigned by:  
Jeffrey M. Williams 9/2/2016  
Signature ID: 1C7941A05D20402... Date

Jeffrey M. Williams Chief Financial Officer

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.)*

**CONTRACTING AGENCY DESIGNEE**

**APPROVED AS TO FORM:**

Office of the County Counsel  
Orange County, California

Dylan Wright, Director  
OC Waste & Recycling

DS  
ED

Deputy

\_\_\_\_\_  
Date

**ATTACHMENT A  
SCOPE OF WORK****CONSTRUCTION MANAGEMENT, QUALITY ASSURANCE/QUALITY CONTROL AND ARCHEOLOGICAL/PALEONTOLOGICAL/BIOLOGICAL SUPPORT SERVICES FOR CONSTRUCTION PROJECTS AT PRIMA DESHECHA AND THE CLOSED LANDFILL SITES OF DEL OBISPO, SAN JOAQUIN, FOSTER CANYON, LANE ROAD AND COYOTE CANYON (COLLECTIVELY CALLED SOUTH REGION LANDFILLS)****I. General**

Under this contract the Architect-Engineer firm will provide Construction Management (CM), Quality Assurance/Quality Control (QA/QC) Services and Archaeo/Paleo Support Services (A/P) for miscellaneous projects. The A-E will be a member of a County of Orange OC Waste & Recycling team consisting of the OC Waste & Recycling Site Deputy Director, Senior Project Manager and Sr. Engineer, and other Consultant A-E firms working on associated programs at Prima Deshecha and the South Region landfills.

The A-E firm will provide its best professional advice and consultation in a timely manner concerning: Contract administration, planning, organizing, implementing, monitoring and controlling of construction projects, scheduling and programming, integration of proposed projects with existing waste management operations, materials and systems, methods for achieving maximum value, and control of schedule and cost. The A-E firm will also be tasked to provide all-inclusive QA/QC services including geotechnical engineering, geosynthetic liner monitoring and testing, survey, and Archaeo/Paleo/Biological services.

The A-E will work under the general direction of a Project Manager from the County's OC Waste & Recycling. The A-E, under OC Waste & Recycling direction, will coordinate with and serve the needs of the County to undertake the Construction Management and QA/QC aspects of the landfill development plan, as authorized by the County's Board of Supervisors.

OC Waste & Recycling will provide space at the Prima Deshecha Landfill for the A-E to establish a field office. A-E will provide all necessary furniture, office equipment, telephones, fax machines, etc., and office and field personnel to conduct construction contract administration and inspection services. A management information service will be utilized for document control and project files.

Task Orders shall be prepared for each task under this Agreement. The Task Orders shall contain a specific scope, fee, and schedule for task, and shall be an integral part of this Agreement. The fees provided will include support work.

**II. Specific Services to be Provided****A. Construction Management Services**

1. Perform contract administration and construction management during the development of the construction contract documents, bidding and pre-construction activities, the construction phase, and post-construction period, in accordance with Public Contract Code. Furthermore, the A-E will establish procedures to coordinate communications and project activities between COUNTY, site operations and contractors.

2. During the review of plans, bid documents and engineer's cost estimates, assist the OC Waste & Recycling Project Manager as coordinating point with other architect/engineering consultants involved with South Region Landfill projects. Review plans and bid documents for completeness, compatibility, coordination of plans and specifications and constructability.
3. Assist OC Waste & Recycling Project Manager in conducting pre-bid meetings and site walk-through, and in answering questions posed by bidders on the site conditions and intent of the design.
4. Maintain log of bidders for each project and verify that they receive all Addenda to the documents.
5. Assist in conducting pre-construction conferences. Schedule progress meetings and other job conferences as required in consultation with the OC Waste & Recycling Project Manager and notify those expected to attend. Chair meetings, prepare meeting minutes and circulate copies of minutes thereof.
6. Serve as OC Waste & Recycling's and other A-Es liaison with the Contractors, working principally through the Contractors' project superintendents and assist said superintendents in understanding the intent of the Contract Documents.
7. Review the Contractors' CPM schedules, computerize the schedules using a program compatible with the Primavera system, and update schedules each month to show current project status. Reconcile Contractors' cost loading of schedules with CM cost schedules. Reconcile construction contractor's schedule of values and construction schedule with CM construction cost estimate and schedule
8. Provide regular monitoring of the schedule as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for work not started or incomplete and advise OC Waste & Recycling regarding necessary adjustments in the work to meet scheduled completion dates. Provide summary reports of each monitoring activity and document all changes in schedule. Assist OC Waste & Recycling in speedy management and resolution of all claims, change orders, legal notification and enforcement of contract requirements.
9. Develop and implement a system for the preparation, review, and processing of construction change orders. Recommend necessary or desirable changes to the County, review requests for changes, and assist in negotiating change orders. Advise and assist in the analysis of errors and omissions occurring in design and discovered in construction. Monitor labor and materials associated with change orders based on time and materials. Maintain complete documentation on changes to back up contract change orders prepared and issued by OC Waste & Recycling.
10. As requested by OC Waste & Recycling, assist in obtaining additional details or information, when required at the site for proper execution of the works.
11. Schedule contractor's submittals and shop drawings, receive and record date of receipt of submittals, shop drawings and material samples, arrange for tests of samples, review, transmit to OC Waste & Recycling and other A-Es for review and appraisal, approve submittals and maintain records.



12. Conduct on-site observations of work in progress to ascertain that the works are proceeding in accordance with the Contract Documents.
13. Develop and implement a plan to record with color-photographs and video films the progress of each project. Photographs shall be taken as often as needed (e.g., daily, hourly) with a digital camera with "data-back" to superimpose the date/time on the photos. Critical views shall be established before construction begins and progress photos shall be taken from those locations throughout construction. In addition, obtain photographs of opportunities including potential or known deficiencies. Photos shall be kept on CDs. A set of the photos will be used in progress reports submitted to OC Waste & Recycling and a set shall be kept by the CM in a continuous photographic log of the Project. Upon completion of the Project, the photographic log, along with the CDs and any videos taken shall be submitted to OC Waste & Recycling.
14. Assist OC Waste & Recycling in determining substantial completion of the work or designated portions thereof and, in conjunction with OC Waste & Recycling and construction contractors. Report to OC Waste & Recycling when any work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, and advice when work should be corrected, rejected, or requires special testing, inspection, or approval.
15. Monitor the Contractors' development and implementation of safety programs, which comply with all federal, state, municipal and local laws, rules, and regulations.
16. Verify that tests, equipment, and systems start-ups and operating and maintenance instruction are conducted as required by the Contract Documents and in presence of the required personnel, and that the Contractors maintain adequate records.
17. Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the outcome of these inspections, and report to OC Waste & Recycling
18. Transmit to the Contractors, the Design A-Es and OC Waste & Recycling's clarifications and interpretations of the contract design or Contract Documents.
19. Consider and evaluate the Contractors' suggestions for modifications to the Contract Documents and report them with recommendations to the OC Waste & Recycling.
20. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submittals, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, the A-E's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
21. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general, and specific observations related to

Quality Control Assurance plan as reported by OC Waste & Recycling sub-consultants.

22. Record names, addresses, and telephone numbers of Contractors, subcontractors, and major suppliers of materials and equipment.

23. The A-E shall notify the County Project Manager and Deputy Director in writing when expenditures against the contract reach 75% of the total dollar limit of the contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the total dollar limit of the contract unless an amendment to cover those costs has been issued by the County. This notification must come within 3 working days of receipt of invoice that is within the notification limit.

24. The A-E shall prepare and submit Monthly Progress Reports to OC Waste & Recycling, which will include the following information in a form acceptable to the County Project Manager:

a. Summary of contract status, including:

- Significant events during the reporting period and major decisions made.
- Description of progress made during the period.
- Comparison of Actual vs. Planned progress.
- Work scheduled during the coming period.
- Discussion of any current problems or pending changes and action being taken to resolve.
- Identification of possible future problems or change orders and proposed remedial action.
- Effect any pending changes will have on contract cost or schedule.
- Discussion of any new goals.

b. The Monthly Report will also include:

- A Contract Execution Schedule with the principle activities listed in bar graph form, with Scheduled versus Actual progress shown for each task. The bar graph will be overlaid with an "S" curve showing Scheduled overall progress versus Actual progress.
- An analysis of the project progress as related to each major task.
- Status of contract funds broken-down into major project components and showing scheduled versus actual disbursements.
- A financial analysis of the contract showing the original budget and any modifications to the budget caused by contract modifications and change orders.
- A change order index listing all change orders to the contract which affect the cost or project schedule. Change orders in process or potential change orders, which will affect the cost or schedule, will also be listed.
- A list of invoices submitted for payment, with the status of each request.

- A breakdown of all project staff including sub-contractors' staff actively employed during the preceding month, with the times each worked and the applicable rate.
  - A QA/QC section, which addresses testing and regulatory compliance issues, and re-design and field mitigation concerns.
- c. The Monthly Progress Reports will be submitted in five (5) copies to the OC Waste & Recycling Project Manager by the 10th of the month following the period being reported.
25. Furnish OC Waste & Recycling periodic reports as required of progress of the work and the Contractor's compliance with the accepted progress schedule of Contractor submittals. Record the progress of the project. In addition to daily record keeping, submit weekly written progress summaries to OC Waste & Recycling including the information on the construction contractors' work.
26. Consult with OC Waste & Recycling and A-Es in advance of scheduled major tests, inspections, or start of important phases of the work.
27. Review and agree with the Contractors on periodic payment invoices for compliance with the established procedure for their submittal and forward those with recommendations to OC Waste & Recycling, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work per payment provisions of the Contract.
28. Monitor Contractors' Certified Prevailing Wage Payroll submissions.
29. During the course of the project, maintain on a current basis: records of all necessary contracts, drawings, materials, equipment, certificates, maintenance and operating manuals and instructions, and other documents required to be assembled and furnished by the contractors, are applicable to the items actually installed, including all revisions. Obtain data from construction contractors and maintain a current set of record drawings, specifications, and operating manuals. Prior to the final acceptance of each project, deliver these documents to OC Waste & Recycling and A-Es for their review.
30. As requested by OC Waste & Recycling, arrange for As-Built Surveys at various stages of a project and assure that a complete set of As-Built data is collected and recorded. Maintain As-Built files of project plans and documents for reference by Consultants, OC Waste & Recycling and other agencies.
31. Before preparing Certificates of Substantial Completion, submit to the Contractors a punch list of observed items requiring completion or correlation.
32. Conduct final inspections in the company of OC Waste & Recycling, the A-Es and the Contractors and prepare final punch lists of items to be completed or corrected. Assist OC Waste & Recycling in determining final completion and when the work is ready for final inspection. Coordinate all close out procedures.

33. Verify that all items on the final punch lists have been completed or corrected and make recommendations to OC Waste & Recycling concerning acceptance.
34. Assure OC Waste & Recycling that As-Built documents are correct, complete and certified, prior to their submittal to OC Waste & Recycling at the conclusion of each project. Periodically review marked-up plans showing the as-built situation as-built plans prepared by the contractors from marked-up plans prior to the data being transferred to reproducible as-built plans.
35. Assist OC Waste & Recycling to resolve any legal disputes arising from the Contractor's claims.
36. Provide final reports on projects for fiscal accountability and construction cost expenditures in conjunction with OC Waste & Recycling Project Manager.
37. Furnish OC Waste & Recycling with all liner material certifications and material warranties.
38. Assist OC Waste & Recycling in the preparation of Project Completion Reports.
39. Assist OC Waste & Recycling in following up on defective work performed by Contractor covered by warranties.
40. Act as OC Waste & Recycling's QSD/QSP and monitor contractor's testing and practices for compliance with CGP requirements.
41. Assist OC Waste & Recycling to monitor and verify contractor's sampling and testing of contaminated materials and soil to clean up levels as specified in the site prepared environmental remediation plan. Provide third party confirmation sampling of contaminated soils of contractor results through a State of California Certified laboratory. Coordinate sampling locations, pick up, and reporting with the laboratory with OC Waste & Recycling Project Manager.
42. Other Tasks:
  - a. Advise OC Waste & Recycling and others as designated by OC Waste & Recycling, for the purpose of analyzing and evaluating the Project site with respect to Construction-related considerations and ongoing site landfill operations.
  - b. Provide regular updates of the milestone summary schedule and monthly progress reports on the Project. Define timely actions required by others.
  - c. Develop, implement, and monitor an effective system of Project Cost Control. Review, revise, and refine the initially approved Project Budget, incorporate approved changes as they occur, and develop cash flow reports and revise financial forecasts as needed to keep OC Waste & Recycling informed.
  - d. Review all work for completeness, compatibility, and coordination of plans and specifications, constructability, and construction means and methods. Advise OC

Waste & Recycling as to alternative methods, materials, and techniques that may be utilized to achieve project requirements, cost and schedule control.

- e. Review all drawings and specifications, at frequent intervals, as they are prepared and advise OC Waste & Recycling whether the design process is on schedule and within the project scope and budget.
- f. Review the Invitation to Bid, the Proposal format, the General Conditions, the Supplementary Conditions, and the Special Conditions for Construction contracts.
- g. Develop a Bidders List, and conduct a pre-bid conference and to clarify any questions that may arise during the bid process.
- h. Coordinate and evaluate bid document addenda for time and cost impacts.
- i. Evaluate bids and bidders and make formal recommendation to OC Waste & Recycling.
- j. Assist OC Waste & Recycling in obtaining and expediting any required permits and reviews, necessary for the implementation of the Project.
- k. Coordinate the construction work with the activities and responsibilities of the materials testing and inspection teams to complete the Project in accordance with the County's objectives of cost, time, and quality.
- l. Schedule and assist OC Waste & Recycling to conduct progress meetings so that construction contractors, OC Waste & Recycling, A-E can jointly discuss such matters as procedures, coordination, progress, problem solving and scheduling.
- m. Develop and implement a system for the preparation, review, and processing of Construction Change Orders. Recommend necessary or desirable changes to OC Waste & Recycling, review requests for changes, and negotiate change orders. Advise and assist in the analysis of errors and omissions discovered during construction. Monitor labor and materials associated with change orders based on time and materials.
- n. Observe the work of construction contractors for contract compliance and quality control. Prepare daily reports in a format approved by OC Waste & Recycling. Advise and assist OC Waste & Recycling to conduct meetings with the construction contractor to obtain correction of construction defects and deficiencies.
- o. Review and make recommendations pertaining to monthly payments to each contractor. This activity will be an integral part of the monthly progress report updates.
- p. Monitor the prime contractor's development and implementation of health & safety plans that comply with all federal, state, municipal and local laws, rules, and regulations.
- q. Provide all survey work as required.

r. At the conclusion of all corrective action for punch list items A-E shall make:

- Final comprehensive review of the Project
- Report to the County that will indicate whether the A-E finds the work performed acceptable under the Contract Documents and the relevant Project Data, and Recommendations as to final payment to the Construction Contractors.

## **B. QA/QC Services**

### 1. During Bidding and Contract Award Period:

- a. Review Contract Documents and prepare a QA/QC Plan, including a list of all QA/QC criteria to be met to comply with the documents, OC Waste & Recycling and regulatory agencies' requirements.
- b. Establish Certifications and Reports required by OC Waste & Recycling and regulatory agencies.
- c. Attend pre-construction meetings with construction contractors.

### 2. During Construction:

- a. Provide QA/QC and engineering support of earthwork activities, perform geologic mapping of cuts exposed during excavation and evaluate for effect on the project.
- b. Take samples of soils and construction materials, make compaction tests, and perform laboratory testing as necessary to assure QA/QC requirements of the specifications are met.
- c. Perform QA/QC and engineering support during construction of concrete and asphalt elements of the projects.
- d. Monitor day-to-day operation of contractor's equipment and daily production of the earthwork contractor.
- e. Attend weekly construction progress meetings.
- f. Attend meetings with County team and/or contractor to resolve technical issues.
- g. Review contractor's submittal of materials, catalog data, shop drawings, field and factory testing, and other technical submissions for compliance with contract specifications, and recommend acceptance or rejection.
- h. Review and verify construction contract change order submittal for technical compliance with the contract.



- i. Monitor of Contractor's monthly Requests for Payment for concurrence with quantities of work performed.
    - j. Prepare and submit to CM daily reports of QA/QC monitoring activities.
    - k. Report QA/QC observations to County in a monthly progress report and as otherwise required for decision making.
3. QA/QC Services Related to Liner Systems:
  - a. Assure that subgrade preparation, placing of toe and sub-drain system and fine grading of area to receive liner is performed in accordance with contract specifications.
  - b. Assure that placement of clay layer and testing for compaction and permeability is performed in accordance with contract specifications.
  - c. Assure that placement of new liner, monitoring of FML seaming and testing for impermeability is performed in accordance with contract specifications.
  - d. Assure that placement of leachate collection system, filter layer and geotextile is performed in accordance with contract specifications.
  - e. Assure that processing of protective cover material and placement of the cover is performed in accordance with contract specifications.
4. Review As-Built Drawings and Prepare As-Built Reports:
  - a. Review as-built drawings submitted by the contractor.
  - b. Prepare final report for each project addressing the As-Built geotechnical aspects of the projects.
  - c. Prepare as-built reports of the clay and geosynthetic liners.
5. Other Tasks:
  - a. Apply and obtain Permits
  - b. Assist OC Waste & Recycling with documentation processing for regulatory agency requirements.
  - c. Prepare CQA Plans.
  - d. Perform CQA earthwork monitoring during excavation and fill placement.

- e. Perform CQA materials monitoring and testing related to roads, reinforced concrete channel, concrete lined basins and drainage channel.

### **C. Biological Services**

The A-E will, at the request of OCWR, perform construction related monitoring at the Prima Deshecha Landfill and South Region sites in compliance with conditions and requirements set forth in project permits and authorizations, as well as in existing project plans, monitoring plans and related documents. Services may include monitoring for vegetation clearing, nesting birds, special-status plants or animals, or conserved vegetation types. The A-E will be responsible for monitoring all habitat types within the construction project limits at Prima Deshecha Landfill, which may include riparian, coastal sage scrub (CSS), wetland, and native grassland habitats. The A-E will be responsible for preparation of reports and memos based on all monitoring and field work performed per project permits, plans, authorizations and related documents or as requested by OCWR

### **D. Archaeological Services**

1. If individual artifacts are exposed during monitoring, they will be mapped in situ, collected, analyzed in our laboratory, catalogued, and curated. If a feature (cluster of in situ artifacts, intact hearth, foundation, etc.) is exposed during monitoring, construction activities will need to be diverted briefly until the project archaeologist has had the opportunity to assess the find and make appropriate recommendations. If excavation is required, it will be accomplished expeditiously. As in the above condition, the feature will be mapped in situ, and artifacts will be collected, analyzed in our laboratory, catalogued, and curated to the point of identification.
2. If a site (a large defined space with more or less continuous archaeological evidence) is discovered during monitoring, construction activities will be diverted until the project archaeologist assesses the find and makes appropriate recommendations. If excavation is required, a test plan will need to be developed prior to excavation.
3. If the project archaeologist determines that the site has the potential to yield data relevant to the research questions determined in the assessment phase, a representative sample of 3–5 percent of the site area will be hand-excavated using standard archaeological procedures, which will constitute mitigation of construction impacts through data recovery (salvage). The project archaeologist will inform OC Waste & Recycling and the contractor of the estimated time required for mitigation. During archaeological mitigation, earthmoving within 100 feet of the site will be halted.
4. If any human remains are exposed during monitoring, project-related activities in the immediate vicinity of the find will be temporarily diverted. The Orange County coroner will be contacted within 24 hours by Consultant to determine whether the

remains are recent. If the remains are determined not to be recent, Consultant will immediately confer with the County as to the appropriate agency or organization to contact for a determination of the most likely descendant. The recognized Native American representative will have the opportunity to become involved with the disposition of the remains after the remains have been scientifically analyzed.

5. After mitigation of site impacts has been completed, and if additional cultural material is exposed by grading in the same site, additional hand excavation will not be required unless the additional material represents a new kind of data not recovered during previous data recovery at that site. Such new data would consist of artifact classes and features not recovered during previous mitigation. Features may include hearths and burials. Even if no additional hand excavation is required, the newly exposed material will be mapped and collected.

#### **E. Paleontological Services**

1. Paleontological resources consist of the fossil remains of animals and plants and can occur in any sedimentary rock. The assessment report will be referenced to determine previously established paleontological sensitivity for the project area. Additional sensitivity analysis may be necessary.
2. Paleontological monitoring will be performed by Consultant crew members who have paleontological monitoring experience. The project paleontologist will visit as needed to confer with field personnel. More frequent visits may be warranted by the character of bedrock exposure and frequency of paleontological finds.
3. Paleontological monitoring will be performed by Consultant crew members who have paleontological monitoring experience. The project paleontologist will visit as needed to confer with field personnel. More frequent visits may be warranted by the character of bedrock exposure and frequency of paleontological finds.
4. If fossil material is found, the following procedures will be implemented:
  - a. Grading may be temporarily diverted within 100 feet of the discovery so that the monitor can determine whether the fossil represents a vertebrate animal, an invertebrate animal, or a plant.
  - b. If the fossils are plants or invertebrates, the monitor will collect a sample of the material and record its location. Grading may then continue.
  - c. If the fossils are vertebrates, the monitor will contact the project paleontologist or his designated representative. The project paleontologist will evaluate the fossils within four hours. He will determine the significance of the discovery and decide what recovery method should be employed. Large individual specimens such as whales, or concentrations of specimens, will require

additional crew to expose the specimen, prepare a plaster jacket, and remove it. Individual specimens normally require no more than one day to remove. Such an effort would require a contract amendment to be negotiated with OC Waste & Recycling.

d. If a large collection of specimens is recovered, laboratory work may be required (to be carried out by crew members). This work could include cleaning, preparation to the point of identification, identification, and analysis. The amount of time necessary for laboratory work will vary with the type and condition of the recovered material. Unless unexpected unusual deposits of fossils are recovered (e.g., more than 100 specimens or extremely large fossils like whales or mammoths), the estimates in this report should cover all paleontological mitigation.

e. **Project Management includes:**

- A monthly written report shall be prepared discussing the progress and any significant findings.
- Meetings, as required by OC Waste & Recycling staff.

f. **Laboratory Analysis of Fossils and Artifacts**

- Laboratory analysis of fossils shall be conducted, which includes cleaning, sorting, and preparation of fossils to the point of identification, and to size for storage.
- Laboratory analysis shall be performed for isolated artifacts, which are not collected as part of a site.
- Fossils and artifacts shall be distributed to an Orange County approved repository.

5. All excavated finds shall be the property of the County of Orange. Final mitigation and disposition of the resources shall be subject to the approval of OC Waste & Recycling, and the Manager, OC Parks/ Historical Facilities, and as guidelines set in EIR 018 (IP 87-026).

6. All work at the site shall be performed by trained archaeological and paleontological observers, who have performed archaeological and paleontological monitoring at various developments in Southern California and supervised by County Certified Archaeologist and Paleontologist.

**7. Final Reports**

Prepare final archaeology and paleontology reports at the end of each construction project.

**ATTACHMENT B  
COST/COMPENSATION**

- I. COMPENSATION:** This is a fixed-fee, usage CONTRACT between COUNTY and A-E for Construction Management, Quality Assurance/Quality Control and Archeological, Paleontological, Biological Services for South County Regional 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><u>Classification Titles</u></b>	<b><u>*Hourly Rate</u></b>
Principal Engineer (PRE)	\$231
Principal Solid Waste Planner (PSW)	\$225
Division Engineer (DE)	\$219
Senior Project Manager (SM)	\$208
Project Manager (PM)	\$192
Engineer VII (E-VII)	\$173
Engineer VI (E-VI)	\$162
Engineer V (E-V)	\$153
Engineer IV (E-IV)	\$139
Engineer III (E-III)	\$133
Engineer II (E-II)	\$121
Engineer I (E-I)	\$110
Engineer (E)	\$96
Electrical Engineer (EE)	\$174
Senior Project Designer (SPD)	\$162
Project Designer (PD)	\$152
Senior Designer (SDD)	\$139
CADD Designer/Drafter (CD)	\$134
Designer (DD)	\$127
Senior Drafter (SD)	\$118
Drafter (D)	\$109
Senior CADD Operator (SCO)	\$96

CADD Operator (CO)	\$79
Regulatory Compliance Manager (RCM)	\$156
Senior Regulatory Compliance Specialist (SRS)	\$151
Regulatory Compliance Specialist II (RS-II)	\$143
Regulatory Compliance Specialist (RS)	\$123
Senior Environmental Scientist (SNS)	\$150
Senior Environmental Specialist (SES)	\$132
Environmental Specialist III (ES-III)	\$126
Environmental Specialist II (ES-II)	\$118
Environmental Specialist I (ES-I)	\$105
Environmental Specialist (ES)	\$92
Estimator (E) / Specification Writer (SW)	\$130
Sr. Landscape Architect (SLA)	\$157
Landscape Architect (LA)	\$126
Project Accountant/Analyst (AA)	\$89
Senior Project Coordinator (SPC)	\$153
Project Coordinator (PC)	\$92
Senior Technical Editor (STE)	\$93
Administrative Assistant II \$106	\$106
Administrative Assistant I (ADA)	\$72
Office Services Clerk (OS)	\$81
Senior Construction Manager - (SCM) (Includes Vehicle)	\$218
Construction Manager (CM) (Includes Vehicle)	\$184
Construction Supervisor (CS) (Includes Vehicle)	\$158
Construction Engineering Technician (CET) (Includes Vehicle)	\$153
Chief Engineering Technician (CT) (Includes Vehicle)	\$136
Chief of Survey Parties (CSP)	\$143
3-Man Survey Party (SP-3M)	\$290
2-Man Survey Party (SP-2M)	\$237
1-Man Survey Party with GPS (1M-GPS)	\$215
Principal Geologist (PRG)	\$231
Senior Geologist (SG)	\$202
Senior Project Geologist (SPG)	\$175
Project Geologist (PG)	\$163
Staff Geologist II (SG-II)	\$138
Staff Geologist I (SG-I)	\$115
Soils/Asphalt/Field Technician (Std.) (Includes Vehicle)	\$105
Soils/Asphalt/Field Technician (Prev. Wage. No OT) (Includes Vehicle)	\$124
Geo CADD Operator/Draftsperson	\$103
Technical Assistant	\$97

\* Overtime Premium is 35% and 70% of Personnel Hourly Rate for Regular and Double Time Respectively. Overtime will be charged based on California labor and prevailing wage laws.



<b>CAPO PROJECTS GROUP (subcontractor)</b>	
<b><u>Classification Titles</u></b>	<b><u>*Hourly Rate</u></b>
Project Manager	\$160
Schedule Delay Claims Analyst	\$155
Project Controls / Scheduler	\$145
Constructability Review / Cost Estimator	\$140
Project Engineer	\$118
<b>ECORP CONSULTING, INC. (subcontractor)</b>	
<b><u>Classification Titles</u></b>	<b><u>*Hourly Rate</u></b>
Principal/QA/QC Manager	\$190
Director of Cultural Resources	\$170
Cultural Resources Manager	\$159
Senior Archaeologist/Senior Staff I	\$127
Staff Archaeologist	\$111
Associate Archaeologist	\$80
Principal Biological Project Manager	\$180
Senior Biologist/Regulatory Permitting/Restoration Ecologist	\$149
Staff Biologist/Regulatory Permitting/Restoration Ecologist	\$122
Assistant Biologist	\$85
Biological Technician	\$69
* Senior GIS Specialist	\$111
<sup>o</sup> GIS Specialist/CAD Specialist	\$90
<sup>e</sup> Word Processing/Production Coordinator/Graphic Designer	\$80
<sup>t</sup> Project Accountant/Contracts	\$111
<sup>m</sup> Technical Editor	\$90
<sup>e</sup> Clerical/Production Technician	\$69

<b>GEO-LOGIC ASSOCIATES (subcontractor)</b>	
<b><u>Classification Titles</u></b>	<b><u>*Hourly Rate</u></b>
<b><u>Professional Staff</u></b>	
Staff Professional	\$116
Project Professional I	\$150
Project Professional II	\$165
Senior Professional	\$177
Supervising Professional	\$193
Principal Professional	\$222
<b><u>Field/Laboratory Staff</u></b>	
Technician I Office	\$72

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Technician I Field	\$86
Technician II Office	\$81
Technician II Field	\$95
Senior Technician (or Minimum Prevailing Wage) Office	\$92
Senior Technician Field	\$106
Supervising Technician Office	\$116
Supervising Technician Field	\$130
Managing Technician Office	\$140
Managing Technician Field	\$154
<b><u>Support Staff</u></b>	
CADD/Designer	\$109
CADD Operator/Geotechnical Draftsperson	\$91
Geotechnical Clerk/ Word Processor	\$71

<b>PALEO SOLUTIONS (subcontractor)</b>	
<b><u>Classification Titles</u></b>	<b><u>*Hourly Rate</u></b>
Program Manager	\$170
Principal Investigator/Project Manager	\$140
Field Director/Safety Officer	\$125
Research Assistant/Assistant Project Manager	\$90
Field Crew Supervisor	\$85
Field Technician	\$70
Geographic Information Systems Specialist	\$90

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.

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

- 1) The actual costs of special equipment to be rented, leased or purchased by A-E for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by the COUNTY Project Manager.
- 2) Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the COUNTY Project Manager.
- 3) Other actual costs and/or payments specifically approved and authorized in writing by the COUNTY Project Manager and actually incurred by A-E in performance of this Contract.
- 4) Travel costs shall only be reimbursed if approved in advance in writing by COUNTY Project Manager and are subject to the following restrictions:
  - a) Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this CONTRACT shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the A-E's "Home Based" office location and OC Public Works location, as well as mileage within OC Public Works property will not be reimbursed.
  - b) Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
  - c) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.

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

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- G. Description of Services
- H. Total
- I. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Waste & Recycling  
Attn: Auditor-Controller/Accounts Payable  
300 N. Flower St., Ste. 400  
Santa Ana, CA 92703-5000

Submit invoices electronically, via email to the following email address: [ocwrinvoice@ocwr.ocgov.com](mailto:ocwrinvoice@ocwr.ocgov.com)

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

**ATTACHMENT C**  
**STAFFING PLAN****1. A-E KEY PERSONNEL**

<b>Name</b>	<b>Classification/Designation</b>	<b>Years of Experience</b>	<b>Licenses/Certifications (include license number)</b>
<b>Project Management</b>			
Caleb Moore	Project Manager	17	CA Civil PE #66580; NCEES #44084
Bryan Stirrat	Principal	43	CA Civil PE #22631; CA CE #727
Gary Lass	Principal	38	CA PG #3653, CEG #1093, CHG #18
<b>Construction Management Team</b>			
Rich Huffmire	Task Manager	48	Qualified Stormwater Pollution Prevention Plan Practitioner #00193; CA Contractor #456135
Jeff Nikolas	Liner / Earthwork CM	13	CA Civil PE #78238; QSD #23702; CQA Cert.
Julie Hauenstein	Liner / Earthwork CM	11	CA Civil PE #77358
Fernando Almario	Liner / Earthwork CM	8	CA Civil PE #83270
Nick Somogyi	Liner / Earthwork CM	17	40hr. HAZWOPER
Mike Bacsik	Liner / Earthwork CM	28	Site Supervisor Cert.; 40hr. HAZWOPER
Paul Scott	Liner / Earthwork CM		CQA Cert; OSHA Update
Lee Daigle	Landfill Gas CM	10	TX Civil PE #113791
Juan Carbajal	Landfill Gas CM	5	CA EIT
Chase Wirtz	Civil / Infrastructure CM	27	CA Civil PE #81366
Rick Wiggins, Jr.	Civil / Infrastructure CM	19	10hr. OSHA; 30hr. Construction Safety
<b>Construction Quality Assurance Team</b>			
Stacy Baird	Task Manager	26	40hr. OSHA; Nuclear Gauge Radiation Safety
Luis Mariscal	CQA Managing Officer	20	CA Civil PE #68667; OSHA; Nuclear Gauge Safety
Tom Runyan	Lead CQA Monitor	21	CA General Contractor #536255; Certified CQA Geosynthetic Material and Compacted Clay Liner Inspector-GCI; 40hr. OSHA; Nuclear Gauge Safety
Mike Campbell	Lead CQA Monitor	31	Cert. CQA Geosynthetics and Compacted Clay Liner Inspector-GCI; 40hr. OSHA; Nuclear Gauge Safety
Adam Shaw	Lead CQA Monitor		Cert. CQA Geosynthetic Mtl. and Compact. Clay Liner Inspector-GCI; 40hr. OSHA; Nuclear Gauge

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			Safety
Andrew McClarty	Lead CQA Monitor	16	CA Professional Geologist (#8934); CA Engineering Geologist (#2630); Radiation Safety Officer Certified
Rogelio Armenta	CQA Technician	17	40hr. OSHA; Nuclear Gauge Radiation Safety
Jose Armenta	CQA Technician	30	NICET Certification Level II Engineering Technician; 40hr. OSHA; Nuclear Gauge Radiation Safety
Gordon Hilton	CQA Technician	8	Engineer-in-Training; ACI Level I Testing Technician; 40hr. OSHA; Nuclear Gauge Radiation Safety
Jeff Wilson	CQA Technician	21	ICC Soils Special Inspector; ACI Concrete Field Testing Technician-Grade 1; ACI Concrete Strength Testing Technician; OSHA HAZWOPER
Mark Vincent	Field Geology	28	CA PG #5767, CEG #1873, CHG #865
Ted Primas	Field Geology	37	40hr. OSHA; Nuclear Gauge Radiation Safety
David Luka	Field Geology	24	CA Professional Geologist (#5541); CA Certified Engineering Geologist (#1767)
<b>Archaeology / Paleontology / Biology Team</b>			
David Carr	Task Manager	18	
Shannan Shaffer	Biology	12	Federal 10(a)(1)(A) coastal Gnatcatcher permit (TE-67555A-0); CDFW Scientific Collecting (SC#7758)
Kristen Wasz	Biology	12	CDFW Collecting Permit (SC# 8007); USFWS Permit for Gnatcatcher, and cowbird eggs (TE46552A-0);
Roger Mason	Archaeology	33	RPA; OC Certified Archaeologist; PI on ECORP's BLM CA Cultural Res. Use Permit
Wendy Blumel	Archaeology	9	RPA
Ryan Tubbs	Archaeology	4	
Geraldine Aron	Paleontology	17	Orange County Certified Paleontologist
<b>Support Services</b>			
Dan Helt	Survey	12	CA Engineer # C69347; CA Land Surveyor # 8925



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Eric Metz	Survey	14	CA Land Surveyor #9198; Computer Technician A+
Peter Skopek	Geotechnical Eng.	28	CA Civil PE #59242; CA Geotechnical PE #2635;
Greg Saul	Civil Engineering	20	CA Civil PE #60600; QSD #01019
Christine Arbogast	Regulatory Compliance	31	CA Civil PE #42578
Virginia Becerra	Regulatory Compliance	29	
Vy Yannizi	Stormwater Compliance	8	CA Civil PE #83234

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

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

## 2. SUBCONTRACTOR(S) (IF APPLICABLE)

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

<b>Company Name &amp; Address</b>	<b>Contact Name and Telephone Number</b>	<b>Project Function</b>
CAPO Projects Group 31681 Camino Capistrano – Suite 102, San Juan Capistrano, CA 92675	Tom Huntington 310.606.1365	Scheduling & Claims Analysis, Civil Infrastructure CM Support
ECORP Consulting, Inc. 1801 Park Ct. Pl, B-103, Santa Ana, CA 92701	David Carr 714.648.0630	Archaeology, Biology
Geo-Logic Associates 2777 E. Guasti Road, Ontario, CA 91761	John Hower 909.626.2282	CQA, Geotechnical Engineering Support
Paleo Solutions 911 S Primrose Ave, Monrovia, CA 91016	Geraldine Aron 562.818.7713	Paleontology