

**SUBORDINATE CONTRACT MA-080-25011487**

**FOR**

**DEBRIS MONITORING FOR AIRPORT FIRE**

**BETWEEN**

**OC PUBLIC WORKS**

**AND**

**TETRA TECH, INC.**



**SUBORDINATE CONTRACT MA-080-25011487  
FOR  
DEBRIS MONITORING FOR AIRPORT FIRE  
WITH  
TETRA TECH, INC.**

THIS Subordinate Contract MA-080-25011487 for Debris Monitoring for Airport Fire (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (“County”), Orange County Flood Control District, a body corporate and politic (“District”), and Tetra Tech, Inc., with a place of business at 21700 E. Copley Drive, Ste. 200, Diamond Bar, CA 91765 (“Contractor”) with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties.”

**ATTACHMENTS**

THIS Subordinate Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated herein by reference:

Attachment A - Scope of Work

Attachment B – Payment/Compensation

Attachment C – State Of California Contract 5-22-99-33-04

**RECITALS**

WHEREAS, the County, District, and Contractor desire to enter into Subordinate Contract Number MA-080-25011487 for Debris Monitoring for Airport Fire under a firm fixed fee schedule; and,

WHEREAS, the District relies on County staff to carry out its duties pursuant to the Orange County Flood Control District Act, Water Code App. §§ 36-1 et seq., and County staff may request Contractor to perform services under this Contract on behalf of District; and,

WHEREAS, the State of California through its Department of General Services (“DGS”) issued Master Contract 5-22-99-33-04 (“LPA”) for use by all political subdivisions of the State of California, effective May 24, 2022, through May 14, 2026 and,

WHEREAS, Contractor agrees to provide Debris Monitoring for Airport Fire to the County in accordance with the terms, conditions, and pricing of the LPA Contract, Attachment A, Scope of Work; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Attachment B, Payment/Compensation; and,

NOW, THEREFORE, the Parties mutually agree as follows:

**DEFINITIONS**

“DPA” shall mean the County Deputy Purchasing Agent assigned to this Contract.

## ARTICLES

### General Terms and Conditions:

- A. **Governing Law and Venue:** 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. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes, or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Officer or designee.
- C. **Amendments:** 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.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in article "Z" below, and as more fully described in article "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable

state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in **Article "Z"** below, it shall indemnify, defend, and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** 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 by Contractor without the express written consent of County. Any attempt by Contractor to assign 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.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 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. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities,

including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

- O. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract. The County reserves the right to request the declarations page showing all endorsements and a complete certified copy of the policy.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or carry insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor 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 Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this Contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

### **Qualified Insurer**

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**).

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

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

### **Coverage**

### **Minimum Limits**

Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	\$1,000,000 combined single limit each accident
Workers' Compensation	Statutory

Employers' Liability Insurance	\$1,000,000 per accident or disease
Professional Liability*	\$5,000,000 per claims-made \$5,000,000 aggregate

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies must provide Follow Form coverage.

### **Required Coverage Forms**

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

### **Required Coverage Forms**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, the Orange County Flood Control District, and their elected and appointed officials, officers, employees, and agents*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.
- 2) A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, the Orange County Flood Control District, and their elected and appointed officials, officers, employees, and agents*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

All insurance policies required by this Contract shall waive all rights of subrogation against the ***County of Orange, the Orange County Flood Control District, and their elected and appointed officials, officers, employees, and agents*** when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to 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.

If Contractor's Professional Liability are "Claims-Made" policy(ies), Contractor shall agree to the following:

- 1) The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.



- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be emailed to [OCPWCompliance@ocpw.ocgov.com](mailto:OCPWCompliance@ocpw.ocgov.com)

If email is not possible, then Insurance certificates should specifically be forwarded to:

County of Orange  
C/O OC Public Works  
Attn: OCPW Procurement  
601 N. Ross Street, 4th Floor  
Santa Ana, CA 92701

If the Contractor 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.

County expressly retains the right to require Contractor 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 shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor'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.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:**

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owner(s) shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The

Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated 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 Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor'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 services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor 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.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state, and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.



- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs, and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. 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. Accordingly, any rule or 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. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor 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. The Contractor 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. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor 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 the Contractor 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.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, District and 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 from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County or District by a court of competent jurisdiction because of the concurrent active negligence of County, District, or County Indemnitees, Parties agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

**BB. RESERVED.**

- CC. Expenditure Limit:** The Contractor shall notify the County of Orange assigned DPA in writing when the expenditures against the Contract reach seventy-five (75) percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Subordinate Contract specifies the contractual terms and conditions by which the County will procure Debris Monitoring for Airport Fire from Contractor as further detailed in the Scope of Work, identified, and incorporated herein as "Attachment A".
2. **Term of Contract:** This Subordinate Contract shall commence on May 20, 2025 through and including May 19, 2026, unless otherwise terminated as provided herein. This Subordinate Contract shall continue to be in effect and continue to incorporate the pricing, and terms and conditions of LPA, regardless of whether LPA terminates prior to the expiration or termination of this Subordinate Contract.
3. **Compensation & Payment:** Total compensation under this Contract shall not exceed **\$5,000,000.00** unless approved in writing by County.
4. **Amendments - Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned DPA, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a) Terminate the Contract immediately, pursuant to Section K herein;

- b) Afford the Contractor 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;
  - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. **Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor’s officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.
- Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer’s child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.
8. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
9. **Data – Title To:** All materials, documents, data, or information obtained from the County data files or any County medium furnished to the Contractor 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 Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data, or information, including copies, must be returned to the County at the end of this Contract.
10. **RESERVED.**
11. **Disputes – Contract:**
- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, as specified in Article 14 “Notices,” such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

12. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

13. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. 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 US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. 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.

**Contractor:** **Tetra Tech, Inc.**  
**Attn:** Josh Jimerfield  
21700 E. Copley Drive, Ste. 200  
Diamond Bar, CA 91765  
**Phone:** 530-205-6289  
**Email:** [josh.jimerfield@tetrattech.com](mailto:josh.jimerfield@tetrattech.com)

**County's Project Manager:** **OC Public Works/OC Operations & Maintenance**  
**Attn:** Trevor Richardson  
2301 N. Glassell St.  
Orange, CA 92865  
**Phone:** 714-955-0234  
**Email:** [trevor.richardson@ocpw.ocgov.com](mailto:trevor.richardson@ocpw.ocgov.com)

**CC:** **OC Public Works/Procurement Services**  
**Attn:** Derek Savosh  
601 North Ross Street  
Santa Ana, CA 92701  
**Phone:** 714-667-9668  
**Email:** [Derek.Savosh2@ocpw.ocgov.com](mailto:Derek.Savosh2@ocpw.ocgov.com)

14. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
15. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

16. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each



party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

17. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
18. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within **five (5) business days** after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.


**Signature Page Follows**



**Attachment A**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

**TETRA TECH, INC.\***

Signed by:		Jonathan Burgiel	Business Unit President	5/9/2025   2:42 PM PDT
		_____	_____	_____
257989D56CD8475...		Name	Title	Date

DocuSigned by:		Preston Hopson	Secretary	5/6/2025   2:31 PM PDT
		_____	_____	_____
37B178522F634A8...		Name	Title	Date

**COUNTY OF ORANGE, A political subdivision of the State of California**

**COUNTY AUTHORIZED SIGNATURE:**

Deputy Purchasing Agent			
Signature	Name	Title	Date

**ORANGE COUNTY FLOOD CONTROL DISTRICT, A body corporate and politic**


**DISTRICT AUTHORIZED SIGNATURE:**

Deputy Purchasing Agent			
Signature	Name	Title	Date

\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

**APPROVED AS TO FORM:**

County Counsel

By:  \_\_\_\_\_  
C88031248AC049C... Deputy

Name: William Minh

Date: 5/9/2025 | 2:43 PM PDT

## **ATTACHMENT A SCOPE OF WORK**

### **I. BACKGROUND INFO**

- A. Tetra Tech, Inc. shall provide Disaster-Related Debris Removal Monitoring Services for the County of Orange in accordance with the scope of work for the State of California Master Service Agreement with the Department of General Services for Assessment and Monitoring Services contract number MSA 5-22-99-33-4 and this scope of work. Services will include management, oversight, documentation, reporting, and environmental monitoring for all disaster-related debris and hazard tree removal operations conducted by debris removal contractors (DDHTR contractors).
- B. Tetra Tech's primary responsibilities will include
  - 1. Monitoring field debris removal operations.
  - 2. Verifying compliance with all applicable local, state, and federal regulations.
  - 3. Performing environmental assessments as needed which may include but not be limited to asbestos identification and testing, hazardous materials, soil sampling, air monitoring, and biological resource assessments.
  - 4. Preparing all required project documentation to support FEMA and other grant funding cost recovery efforts.

### **II. NEED**

- A. Mobilization and Incident Management Support
  - 1. Tetra Tech will deploy personnel within 72 hours of Notice to Proceed (NTP) including but not limited to:
    - a. Program Manager
    - b. Health and Safety Officer
    - c. Operations Section Chief (OSC)
    - d. Finance Section Chief (FSC)
    - e. Preparing Office Accounting and Administrative Staff
  - 2. Temporary office space and required field equipment will be secured to support operations.
- B. Field Monitoring and Assessment
  - 1. Tetra Tech will:
    - a. Assign Task Force Leaders for hazard tree assessments and debris monitoring Health and Safety Officer
    - b. Deploy Arborists (TRAQ certified) to conduct hazard tree evaluations
    - c. Provide Certified Asbestos Consultants (CAC) and Certified Site Surveillance Technicians (CSST) for asbestos assessments and abatement monitoring
    - d. Implement environmental oversight with Environmental Group Supervisors, Environmental Group Managers, and Environmental Unit Leaders for soil and air quality assessments
    - e. Assign Biologists and Archaeologists to conduct necessary environmental and cultural resource monitoring
    - f. Conduct DOT Level 1 truck inspections with qualified inspection crews
    - g. Install property signage at all participating parcels
- C. Asbestos-Related Services
  - 1. Tetra Tech shall provide the following asbestos-related services:
    - a. Perform site-specific asbestos assessments on all properties enrolled in the debris removal program

- b. Deploy Certified Asbestos Consultants (CAC) and/or Certified Site Surveillance Technicians (CSST) to identify, monitor, and document the presence of asbestos-containing materials (ACM).
- c. Oversee and document proper removal and disposal of identified ACM by licensed asbestos removal contractors.
- d. Implement air monitoring for asbestos fibers during debris removal activities to ensure compliance with Cal/OSHA and U.S. EPA regulations
- e. Collect and analyze air and soil samples for asbestos contamination where applicable
- f. Prepare final asbestos clearance reports for each parcel, ensuring all asbestos waste handling is fully documented and regulatory standards are met.
- g. Where appropriate, Tetra Tech will arrange for certain sample layers to undergo further analysis using Polarized Light Microscopy (PLM) with 1,000-point count procedures. If warranted, gravimetric preparation methods will also be utilized. All such samples will be submitted for expedited 24-hour laboratory turnaround.

**D. Data Management and Reporting**

**1. Tetra Tech will:**

- a. Develop and maintain a comprehensive GIS-based database for debris monitoring activities.
- b. Ensure compatibility with County systems and FEMA reporting requirements.
- c. Provide daily monitoring reports to the County including load capacities, load quantities, debris management, site operations, public and site safety, collection locations, debris types, and amounts, etc. within 24 hours, unless otherwise directed
- d. Maintain an accurate database that organizes debris management with disposal data, vehicle certifications, project records, photographs and map locations.
- e. Provide weekly status reports, incident action plans, and final project closeout packages summarizing all activities and costs.

**III. LOCATIONS**

- A. Various locations within the Airport Burn scar area. County will provide location maps, addresses, and APN's to the Contractor.

**IV. DELIVERABLES**

- A. Provide daily monitoring reports to the County including load capacities, load quantities, debris management, site operations, public and site safety, collection locations, debris types, and amounts, etc. within 24 hours, unless otherwise directed
- B. Provide weekly status reports, incident action plans, and final project closeout packages summarizing all activities and costs.
- C. Prepare and submit to County all required project documentation to support FEMA and other grant funding cost recovery efforts.

**V. COMPLIANCE**

- A. All work must comply with:
  - 1. FEMA's Public Assistance Program and Policy Guide (PAPPG) requirements
  - 2. Applicable environmental, health, and safety regulations, including Cal/OSHA, U.S. EPA regulations, and the California Health and Safety Code for hazardous materials and asbestos handling.

**VI. ASSUMPTIONS AND EXCLUSIONS**

- A. Cost Analysis is based on the State of California Master Service Agreement with the Department of General Services and estimated level of effort based on available information at the time estimates were prepared. The fee of services will be billed based on actual hours of service and work performed, not to exceed the total contract amount.
- B. Meetings will be conducted at project sites, via telephone, or via MS Teams conference calls as needed.

**VII. Schedule**

- A. Contractor will begin work within seven days after issuance of notice to proceed and will adhere to a schedule mutually agreed upon by OC Public Works.

## ATTACHMENT B CONTRACTOR'S PRICING

- I. COMPENSATION:** This is an all-inclusive, firm, fixed-price Contract between the County and Contractor for Debris Monitoring for Airport Fire, as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, 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 the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **The County shall not pay any sum in excess of the total contract amount or fixed-prices specified below, unless work is authorized by Amendment in accordance with Articles C and P of the County Contract Terms and Conditions.**

- II. FEES AND CHARGES:** County will pay the following prices in accordance with the provisions of this Contract.

**A. Classification Rates:** Debris Monitoring for Airport Fire

Classification/Titles	Hourly Rate
Program Manager	\$ 174.90
Health and Safety Officer	\$ 111.30
Operations Section Chief (OSC)	\$ 113.42
Arborist (TRAQ)	\$ 132.50
Task Force Leader/ Hazard Tree Assessments	\$ 77.38
Task Force Leader/ Debris Assessments or Removal Monitor	\$ 74.20
Certified Asbestos Consultant (CAC)	\$ 143.10
Certified Site Surveillance Technician (CSST)	\$ 121.90
Environmental Group Supervisor/ Site Assessment/ Soil Sampling	\$ 132.50
Environmental Group Manager/ Senior Environmental Specialist	\$ 148.40
Environmental Unit Leader/ Site Assessment/ Soil Sampling	\$ 106.00
Environmental Unit Leader/ Air Quality	\$ 121.90
Data/ Packet Manager	\$ 83.74
GIS Professional	\$ 58.30
Finance Section Chief (FSC)	\$ 137.80
Office Accounting and Administrative Staff	\$ 66.78
Biologist	\$ 127.20
Archaeologist	\$ 127.20

**B. Classification Rates:** Testing and Other Cost

<b>Classification/Titles</b>	<b>Per Unit</b>
Truck Inspection Crews (DOT Level 1) - per Inspection Crew Day	\$ 2,968.00
Signage - per sign	\$ 21.20
Standard Laboratory Costs – Soil Test Methods (EPA Method 6020 with a moisture analysis ASTM method D2216-19) - Per Chain of Custody Per Sample Event	\$ 1,007.00
Standard Laboratory Costs – Asbestos Test Methods (EPA Method 600/R-93/116) - Per Chain of Custody Per Sample Event	\$ 2,067.00
Air Monitoring Equipment and Standard Laboratory Analyses – Particulate and Title 22 metals (including continuous monitoring dust trackers and portable electric generator sets, laboratory costs, and support materials). (This line item also includes PM10 and PM2.5 particulate fugitive dust analyses.) - Per Sampling Day	\$ 424.00
Advance Sampling – Asbestos NIOSH Method 7400 – Per Chain of Custody Per Sample Event	\$ 47.70
Advance Sampling – Asbestos NIOSH Method 7402 - Per Chain of Custody Per Sample Event	\$ 212.00
Advance Sampling – Hexavalent Chromium (analytical method - OSHA ID 215 method 7600, which uses Visible Absorption Spectrophotometry as the measurement technique). - Per Chain of Custody Per Sample Event	\$ 196.10
Advance Sampling – Mercury (analytical method - OSHA ID 140, which uses Cold Vapor Atomic Absorption as the measurement technique). - Per Chain of Custody Per Sample Event	\$ 148.40
Advance Sampling – Silica (analytical Method - NIOSH method 7500, which uses X-ray Diffraction (XRD) as the measurement technique). - Per Chain of Custody Per Sample Event	\$ 371.00

A. **TOTAL CONTRACT AMOUNT SHALL NOT EXCEED:** ..... \$ **5,000,000.00**

- Firm Discount and Pricing Structure:** Contractor 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. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- Contractor's Expense:** The Contractor will be responsible for all costs related to photocopying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department



and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the 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.

4. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
5. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
  - A. Contractor's name and address
  - B. Contractor's remittance address, if different from 1 above
  - C. Contractor's Taxpayer ID Number
  - D. Name of County Agency/Department
  - E. Delivery/service address
  - F. Contract (MA) number: **MA-080-25011487**
  - G. Agency/Department's Account Number
  - H. Date of invoice
  - I. Product/service description, quantity, and prices
  - J. Sales tax, if applicable
  - K. Freight/delivery charges, if applicable
  - L. Total

Invoices and support documentation are to be forwarded to:

OC Public Works/Procurement Services  
Attn: Accounts Payable  
PO Box 4048  
Santa Ana, CA 92702-4048  
Email: [accountspayables@ocpw.ocgov.com](mailto:accountspayables@ocpw.ocgov.com)

Contractor 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**

**State Of California Contract 5-22-99-33-04**

**(See Separate Attachment)**