

**County of Orange, OC Public Works**  
**Huitt-Zollars, Inc.**

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**CONTRACT – COUNTY OF ORANGE**

**THIS CONTRACT**, hereinafter referred to as “Contract” for purposes of identification hereby numbered MA-080-23010023, 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**

Huitt-Zollars, Inc., a Texas 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”) for the County segment as described in MA-080-23010023 Scope of Work for Los Patrones Parkway Extension, hereinafter referred to as “Attachment A,”; and

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

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

**1. GENERAL**

**1.1. Retainer**

**1.1.1.** County does hereby retain A-E to perform the Projects/Services as required by this Contract.

**1.1.2.** A-E has offered, and County has accepted, the professional services of **Victor Illig** and A-E shall assign him/her to the Projects/Services.

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

**1.1.4.** Consultants/contractors may be substituted and/or added by mutual Contract of A-E and the Director, County of Orange, OC Public Works or his designee, hereinafter referred to as “Director”.

**1.1.5.** A-E's employment of independent consultants/contractors shall not relieve A-E from the performance of its own responsibilities pursuant to this Contract. However, all consultants/contractors independently contracting with County shall be independently liable to County for the performance of the work pursuant to their agreements, and A-E shall have no liability for work by contractors independently contracting with County.

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**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, attached hereto and incorporated herein by reference. 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 on an as-needed basis as determined by County or at least once every four (4) weeks with County to review progress of work, adherence to progress schedule, coordination of work, scheduling of seminars, if needed, and to resolve any problems that may develop.
- d) Within five (5) working days of each meeting, A-E shall prepare a brief memorandum summarizing the results of the meeting and shall submit it to County for concurrence.
- e) A-E shall complete all the work of Projects/Services and obtain all approvals by the County within the time frame indicated in Attachment A except A-E shall not be responsible for any delay beyond the control of A-E.
- f) In the event A-E fails to complete the work and obtain the approval of Director in the time allowed, County shall have the option of completing the work by its own forces or by contract with another firm. The time allowed for A-E to complete the Projects/Services pursuant to this Contract shall be extended for delay caused by County in completing its work pursuant to this Contract which delay exceeds the agreed County review and/or approval time periods.

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**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 seven (7) years, commencing upon Board of Supervisor approval or execution of all necessary signatures, whichever occurs later, with the option to extend for two (2) additional one-year terms, with Board approval, and a maximum allowable compensation of **TWO MILLION, ONE HUNDRED SIXTY-THREE THOUSAND SEVEN HUNDRED SEVENTY-ONE DOLLARS (\$2,163,771)**; 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 \$200,000 must be approved by the Board. Increases in the Contract amount for services within the existing scope of work may be granted by the Director where the amount does not exceed 25 percent of the existing Contract price or \$200,000, 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

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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 – A-E 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

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A-E's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and Projects/Services hereunder.

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

**2.6 Labor Code Notice**

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

**3. INSURANCE**

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

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

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

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

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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

- 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.

- 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* <i>*coverage applies to geotechnical subconsultant</i>	\$1,000,000 per claims made or occurrence

## B. Required Coverage Forms

- 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.
- 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

- The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
  - An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the **County of Orange and their respective elected and appointed officials, officers, employees and agents** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN**

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***AGREEMENT.***

- b. A primary non-contributing endorsement using ISO form CG 20 01 0413, or a form at least as broad evidencing that A-E's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
2. *(Optional coverage to be required only when hazardous materials are involved. If required A-E will be notified by County).* The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
  - a. An Additional Insured endorsement naming the ***County of Orange and their respective elected and appointed officials, officers, employees and agents*** as Additional Insureds.
  - b. A primary non-contributing endorsement evidencing that A-E's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
3. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against ***the County of Orange and their respective elected and appointed officials, officers, employees and agents***, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN AGREEMENT.***
4. All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.
5. A-E shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.
6. If A-E's Professional Liability policy is a claims-made policy, A-E shall agree to maintain professional liability coverage for two (2) years following completion of Contract.
7. The Commercial General Liability policy shall contain a severability of interest's clause (standard in the ISO CG 001 policy).
8. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.
9. If the A-E fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.
10. County expressly retains the right to require A-E to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.
11. County shall notify A-E in writing of changes in the insurance requirements. If A-E

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does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to A-E, and County shall be entitled to all legal remedies.

12. The procuring of such required policy or policies of insurance shall not be construed to limit A-E's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

**4. INDEMNITY/COMPLIANCE**

**4.1** A-E shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, and their agents, officers, and employees from employer sanctions and any other liability which may be assessed against A-E or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

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

**4.3 Indemnification**

**4.3.1** A-E agrees to, indemnify, defend with counsel approved in writing by County, and hold County, and their 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



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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 County, 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;

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- 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

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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 Intentionally Omitted****6.10 Ownership of Documents**

**6.10.1** All data, including but not limited to letters, reports, files, plans, drawings, specifications,

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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 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 spokesperson 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.

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**Huitt-Zollars, Inc.**

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- 6.13.3** A-E shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of three (3) years after termination or completion of the Contract or until resolution of any claim or dispute between the Parties, whichever is later.
- 6.13.4** Should A-E cease to exist as a legal entity, records pertaining to this Contract shall be forwarded within a reasonable period of time not to exceed sixty (60) days to its successor in interest or surviving entity in a merger or acquisition, or, in the event of liquidation, to County.
- 6.14 Notices**
- 6.14.1** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the Projects/Services.
- 6.14.2** Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt, or no greater than four (4) calendar days after being mailed by U. S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.
- 6.14.3** All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For A-E: Huitt-Zollars, Inc.  
2603 Main St., #400  
Irvine, CA 92614  
Attn: Victor Illig  
Phone: 949-988-5815 Ext. 11152  
E-mail: [villig@huitt-zollars.com](mailto:villig@huitt-zollars.com)

For County: County of Orange/OC Public Works/Infrastructure Programs  
601 N. Ross St.  
Santa Ana, CA 92701  
Attn: Austin Morgan  
Phone: 714-647-3981  
E-mail: [Austin.Morgan@ocpw.ocgov.com](mailto:Austin.Morgan@ocpw.ocgov.com)

cc: OC Public Works Procurement Services  
601 N. Ross St., 4<sup>th</sup> Floor  
Santa Ana, CA 92701  
Attn: Ranique Cortez  
Phone: 714-667-4906  
E-mail: [Ranique.Cortez@ocpw.ocgov.com](mailto:Ranique.Cortez@ocpw.ocgov.com)

**6.15 Attorney's Fees**

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

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**6.16 Interpretation**

- 6.16.1** Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract.
- 6.16.2** In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite having the opportunity to do so.
- 6.16.3** Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both.
- 6.16.4** Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived.
- 6.16.5** The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

**6.17 Headings**

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

**6.18 Acceptance**

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

**6.19 Changes**

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

**6.20 Assignment**

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

**6.21 Changes in Ownership**

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

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agrees to pay, or credit toward future work, County's costs associated with processing the merger or acquisition.

**6.22 Force Majeure**

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

**6.23 Calendar Days**

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

**6.24 Title to Data**

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

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

**6.25 Availability of Funds**

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

**6.26 Contingency of Funding**

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

**6.27 Contract Construction**

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

**6.28 Conflicts of Interest**

**6.28.1** A-E or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may be

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materially affected by services provided under this Contract, (2) prohibits such persons from making, or participating in making, decisions that could reasonably affect such interest; and (3) may require the filing a Statement of Economic Interest (Form 700).

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

**6.29 Usage**

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

**6.30 Wage Rates**

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

**6.31 Apprenticeship Requirements**

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

**6.32 Registration of A-E**

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

**6.33 Payroll Records**

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



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

- i. A-E and any subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by A-E or any subcontractor(s) in connection with the work.
- ii. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- iii. The information contained in the payroll record is true and correct.
- iv. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- v. The payroll records shall be certified and shall be available for inspection at the principal office of A-E on the basis set forth in Labor Code Section 1776.
- vi. A-E shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.

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

**6.33.4** A-E and any subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq. and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. A-E shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at [www.dir.ca.gov](http://www.dir.ca.gov). If the Contract is federally funded, A-E and any subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

**6.34 Work Hour Penalty**

**6.34.1** Eight hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the A-E shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the A-E or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by

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employees of said A-E and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-1/2 times the basic rate of pay.

**6.35 Apprentices**

- 6.35.1** The A-E acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the A-E to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.
- 6.35.2** Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the A-E and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the A-E or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.
- 6.35.3** Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the A-E and any subcontractor under him may be required to make contributions to the apprenticeship program.
- 6.35.4** The A-E and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

**6.36 Safety**

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

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

**HUITT-ZOLLARS, INC.,**  
a Texas Corporation,

Date: 8/25/2022

By: Robert McDermott

Signature

Robert McDermott, 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.)*

Date: 8/25/2022

By: Cliff Wall

Signature

Cliff wall, 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)*

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

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

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

Print

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: William Ninh

Deputy

Signature: William Ninh

Date: 8/25/2022

**County of Orange, OC Public Works  
Huitt-Zollars, Inc.****MA-080-23010023****Attachment A  
Scope of Work****Introduction**

In 2015, the Foothill/Eastern Transportation Corridor Agencies (F/ETCA) began seeking input from the community, locally elected officials, and environmental organizations to improve north-south regional mobility in South Orange County and to accommodate regional travel demand. The South County Traffic Relief Effort (SCTRE) project described the roadway deficiencies and mobility limitations in South Orange County with demand approaching or exceeding capacity on I-5 during peak commuting hours and weekends. Other deficiencies included lack of redundant north-south capacity increasing congestion during traffic incidents on I-5, need for additional active transportation facilities to connect highways with local sidewalk and bikeways, and impaired mobility during potential evacuations in case of emergencies such as wildfires, major storms, or other disasters. This Project was studied as part of SCTRE and was identified as the recommended alternative, referred to as Alternative 22. This was approved by F/ETCA in March 2020 as one of two alternatives. Preliminary engineering analysis indicates that the Project is compatible with existing and proposed communities and it provides greater mitigation for geotechnical conditions and environmentally sensitive areas. The project also provides high relief to vehicle hours of delay on I-5 and all roadways within the study area and performs well when considering the cost to construct in comparison to the congestion relief benefits it provides.

In April 2020, the Board of Directors of the Orange County Transportation Authority (OCTA) directed staff to work with F/ETCA, County and other stakeholders to develop a plan for a non-tolled extension to Los Patrones Parkway. Subsequent to the F/ETCA's recommendation and the directive issued by the OCTA Board of Directors, RMV prepared and submitted applications requesting an amendment to County's General Plan (Transportation Element) and an amendment to the Orange County Master Plan of Arterial Highways (MPAH) reflecting identification of Los Patrones Parkway Extension (LPPE also referred to as Project) as an arterial extending from Cow Camp Road to Avenida La Pata. On January 12, 2021, the Orange County Board of Supervisors amended County's Transportation Element to add the extension as a non-tolled County arterial and certified the corresponding California Environmental Quality Act (CEQA) documentation for such amendment. Thereafter, on March 16, 2021, the OCTA Board of Directors approved an amendment to the MPAH adding LPPE.

**Overview**

The Project will begin at the terminus of existing Los Patrones Parkway at Cow Camp Road with two lanes in each direction from Cow Camp Road to Avenida La Pata an approximate length of 4.1 miles. The Project ends at Avenida La Pata, approximately 3,700 feet north of Camino del Rio. The Project will provide access to and from Cow Camp Road from the northern point to Avenida La Pata with a grade separated connection to Planning Area 5 of the Ranch Plan of Rancho Mission Viejo, in unincorporated County of Orange. The project will include a signalized intersection at Avenida La Pata and signalized on/off ramps at Cow Camp Road and in Planning Area 5.

The Project alignment traverses lands that are located within the bounds of the Ranch Plan project area (RMV Segment) as well as lands located within the Prima Deshecha Landfill (County Segment). By approximation, 71.1% of the alignment will be developed within the RMV Segment and the remaining 28.9% will be developed within the County Segment.

The Project will be split into two phases. Phase 1 will include the Project Approval and Environmental Document (PA&ED). Phase 2 will consist of preparation of construction documents for the Design Phase (Design). If applicable, the Architectural Engineer (A-E) shall prepare deliverables for each scope element (e.g., geotechnical report, topographic survey, etc.) split into County Segment and RMV Segment, which together shall contain all relevant information needed for the LPPE (Shared Deliverable). Upon completion

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of the RMV and County portions of the PA&ED Work, the A-E shall prepare a comprehensive document that unifies the Shared Deliverable for the PA&ED Work, which shall contain all background information needed for the document to be a standalone instrument (i.e., does not need another document for context).

**Scope of Services**

All work related to the Project shall comply with the latest requirements of all the following types of rules, laws, and regulations, without limitation, and these requirements shall apply to this entire Request for Proposal (RFP) and any subsequent contracts as though incorporated herein by reference:

1. Federal laws;
2. State laws;
3. Local laws;
4. Rules and regulations of the governing utility agencies and/or districts;
5. Rules and regulations of other authorities with jurisdiction over the procurement of products

All reports and/or studies, renderings and exhibits, plans and specifications, calculations, etc. developed by the A-E shall at a minimum comply with the County of Orange standards. Electronic files deliverables shall be in PDF (Portable Document Format), Microsoft (MS) Word, Microsoft (MS) Excel, and/or CAD (Computer Aided Design) [Autodesk AutoCAD format].

The A-E shall be responsible for Project Management and Coordination for both Phase 1 and Phase 2 and shall consist of the following:

1. **Project Management & Coordination**

- a. **Project Plan:** The A-E shall develop a Project Plan which assigns resources to the Project, establishes baseline schedule for design services and budget to monitor performance, and establishes management plans for monitoring, risks, quality assurance and quality control, and stakeholder engagement. The Project Plan includes the following sections:

- i. **Develop Project Team:** The purpose of this section is to show resources assigned to complete the deliverables of the Project. This section should include key personnel who will work on the Project and resumes should be attached within the appendix. This section should also include all staff working on the Project, their experience, time with the firm, applicable license, and job classification. This will be used as reference material for invoice review and approval;
- ii. **Cost & Schedule Statement:** The purpose of this section is to memorialize the Baseline A-E Cost and Schedule which will be used for Key Performance Indicators (KPIs) and evaluation of the A-E's performance;
- iii. **Management Plan:** This section should describe how the A-E will manage risks, and quality assurance and quality control;
- iv. **QA/QC Plan:** The plan will be implemented throughout the Project and shall include: Schedule and budget update requirements (i.e. what data, what format and how often to update the PDT), performance metric reporting (i.e. what reports and how often they will be prepared), Project deliverables format requirements, peer review requirements (i.e. what documents and who will review them, and how long they have to review them), final deliverables approval (i.e. who will approve and the routing procedure); and
- v. **Strategic Communication Plan:** A plan for stakeholder engagement throughout the life of the Project. At a minimum, the plan shall include: Project overview, target audiences, special considerations, communication tools and activities, communication event details, communication timeline related to Project schedule.

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- b. The A-E shall provide a master schedule that is updated on a monthly basis and shall be inclusive of all activities to complete the work.
- c. The A-E shall update the Project Plan on an as needed basis or at the request of the Orange County Public Works (OCPW) Project Manager or RMV Project Manager.
- d. The A-E shall arrange, attend, and conduct project meetings as described below which are necessary for this Project. The A-E shall prepare an agenda to be submitted to the attendees of the meeting at least one (1) working day prior to each meeting, while the minutes of each meeting shall be provided within five (5) working days following each meeting. These meetings may require off- or on- site attendance. The task assumes that a minimum, the A-E Project Manager will be made available to attend these occurrences with the appropriate County and RMV staff. The anticipated meetings are as follows:
  - i. Kick-off Meeting: The Primary purpose of this meeting is to discuss Project expectations and any additional data the A-E needs to begin the PA&ED and an additional meeting prior to starting the Design Phase;
  - ii. Monthly Design Update Meeting: The A-E shall meet with RMV and OCPW separately to discuss the status of each deliverable and this will be used as a coordination meeting;
  - iii. Monthly Project Delivery (PDT) Team Meetings: This meeting will include RMV, OCPW, and any other stakeholder that should attend the meetings. The purpose of this meeting is to update stakeholders on the progress of the work and discuss any items needing stakeholder input;
  - iv. Comment Resolution Meetings: This meeting should be assumed after every milestone or submittal with the primary purpose to discuss and resolve comments from internal and/or external reviewers;
  - v. Design Seminar: The primary purpose of this meeting is to present the Project to OCPW executive management and key staff for approval in order to proceed in completing the 35% Design Milestone documents;
  - vi. Final Design Presentation: The primary purpose of this meeting is to present the Final Design to OCPW executive management and key staff prior to final plan approval; and
  - vii. Stakeholder Pre-Construction Meeting: The primary purpose of this meeting is to present to stakeholders the Final Design and construction expectations to obtain feedback from community members, property owners, and regulatory entities. This meeting will be jointly conduct by the A-E and the contractor awarded the contract to construct the Project (Contractor).

Project Management & Coordination – Anticipated Deliverables
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| <ul style="list-style-type: none"> <li>• Project Plan</li> <li>• Project Schedule</li> <li>• Meeting Agendas and Minutes</li> <li>• Design Seminar Presentation</li> <li>• Final Design Presentation</li> <li>• Stakeholders Pre-Construction Meetings Presentation</li> </ul> |
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2. Peer Review: Each peer reviewer needs a minimum of four (4) weeks to review any submittal before providing comments. The A-E shall distribute a Peer Review Distribution Letter to

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Huitt-Zollars, Inc.****MA-080-23010023**

reviewers provided to the A-E by the OCPW Project Manager. Upon receiving comments, A-E is responsible for compiling the comments in a Peer Review Response Matrix that shows the comment and how the A-E will comply, evaluate, note, disagree (with response), or meet and confer for each comment. The Peer Review Response Matrix will be distributed with the next submittal.

**Phase 1: PA&ED Tasks**

The PA&ED preliminary design of this roadway will be compatible with The Ranch Plan and County of Orange needs and requirements and will include the following:

1. Project Study Report (PSR) Equivalent:

a. PSR background information:

- i. The PSR provides a 25% level design (referenced as preliminary design herein) for LPPE. The study area is from approximately 2,000 feet north of Cow Camp Road, at the northerly terminus, to Avenida La Pata, at the southerly terminus. This will require bridge advanced planning studies and environmental considerations for the San Juan Creek and Ortega Highway bridge crossings and Cow Camp Road and Planning Area 5 identified by this PSR;
- ii. The PSR equivalents are engineering reports, whose purpose is to document agreement on the scope, schedule, and estimated cost of a project so that the project can be considered for inclusion in a future programming document such as the California State Transportation Improvement Program (STIP) for federal or state funding or OCTA M2 for local county funding. PSR equivalents are prepared for projects not on the State highway system. A PSR equivalent contains the same information required in a PSR but need not be in the same format as a PSR. Caltrans review will only be on the portion of the State right-of-way or facility that is impacted, such as the crossing planned for Ortega Highway, also known as State Route (SR) 74;
- iii. The study will provide reference to the following existing documents and improvements:
  1. Ranch Plan FEIR 589, approved November 2004;
  2. Ortega Highway existing improvements as owned and operated by Caltrans; and
  3. Ranch Plan Planned Community Runoff Management Plan, prepared by PACE, approved April 2013 <https://pacewater.sharefile.com/d-sdde6a57903c14ac8b3f11a8d625765d1>>

iv. The study will be concurrently developed and coordinated with:

1. CEQA Analysis (as applicable and appropriate):

- a. Inventory of environmental resources, identification of potential environmental issues and CEQA Analysis. Potential mitigation requirements and associated costs should also be identified;
- b. Description of potential hazardous material/waste problems and potential mitigation or avoidance. Associated costs should also be identified; and
- c. Identification of the potential or proposed sources of funding, project funding eligibility (e.g., Federal aid eligible), discussion of proposed implementation, and the tentative delivery schedule of the significant milestones

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2. Land Use Planning Study for Ranch Plan Planning Area 5 – by RMV:
  - a. Potential additional studies, if necessary, to supplement Transportation Element Amendment (TEA) 20-2 through technical memorandum.
  - b. The A-E shall prepare a draft and final PSR equivalent and it shall be based on the California Environmental Quality Act (CEQA) certification provided by County of Orange Supervisors for the Project, January 2021 (<https://ceqanet.opr.ca.gov/2003021141/39>). At a minimum, the following information will be included in the PSR:
    - i. Introduction which summarizes the information presented in the report;
    - ii. Background and project history;
    - iii. Need and purpose for the Project;
    - iv. Deficiencies which provide a discussion of the data that supports the purpose and need of the Project as well as identifying data that is important to the scope of the Project;
    - v. System planning, including coordination and consistency with statewide, regional, and local planning codes and regulations;
    - vi. Discussion and analysis of the alternatives (including project costs) that satisfy project need and purpose. The discussion of alternatives should include a Minimum Project Alternative and the No Build Alternative. The Minimum Project Alternative is the baseline Project alignment as defined in the certified CEQA document. Alternatives analyzed will be tiered off of this baseline. Project costs shall be summarized in the project components as follows:
      1. Completion of all permits and environmental studies;
      2. Preparation of plans, specifications, and estimates;
      3. Acquisition of right-of-way; and
      4. Construction, construction management and engineering support, including surveys, geotechnical, utility coordination, material testing and inspection.
    - vii. Inventory of environmental resources, identification of potential environmental issues and CEQA Analysis. Potential mitigation requirements and associated costs should also be identified;
    - viii. Identification of the potential or proposed sources of funding, project funding eligibility (e.g., Federal aid eligible, STIP, M2, etc.), discussion of proposed implementation, and the tentative delivery schedule of the significant milestones. Significant milestones include:
      1. Environmental Studies;
      2. Draft Environmental Document;
      3. Final Environmental Document;
      4. Procure grant program and local agency funding;
      5. Begin Design Engineering;
      6. Completion of Plans, Specifications, and Construction Cost Estimates;
      7. Right-of-Way Acquisition;
      8. Right-of-Way Certification;
      9. Finalize bid package for advertisement;
      10. Start Construction (Contract Award); and
      11. Project Completion.
    - ix. Risk shall be identified and discussed, and a Risk Register shall be included in the appendix.



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- x. At a minimum, the PSR should evaluate the following:
  1. Preliminary roadway design along with any structures that may be required;
  2. Preliminary Grading Study;
  3. Preliminary Draft Water Quality Management Plan; and
  4. Project Structures Advanced Planning Study (APS).
- xi. Notification and coordination with impacted utility agencies and organizations in clarifying the project approach for maintaining and relocating services. Evaluate the potential relocation of critical utilities for Metropolitan Water District (MWD)/Santa Margarita Water District (SMWD) 60" South County pipeline, other SMWD pipelines, Kinder Morgan Energy Partners (KMEP) 16" fuel pipeline, and other overhead and/or underground electrical and telecommunications facilities;
- xii. Description of potentially hazardous materials/waste problems and potential mitigation or avoidance. Associated costs should also be identified; and
- xiii. Appendix with appropriate support attachments (i.e. maps advanced planning studies, cost estimate sheets, etc.) which should include but not limited to the following:
  1. Project Nomination Fact Sheet as described in the STIP Guidelines shall be included as an attachment. Template for this Fact Sheet may be found on the Internet at <http://www.dot.ca.gov/hq/transprog/stip>;
  2. Appropriate supporting attachments (i.e., Geometric Approval Drawing (GAD) for each proposed alternative, maps, APS, cost estimate sheets, etc.);
  3. Risk Register; and
  4. Peer Review Response Matrix.

PSR – Anticipated Deliverables
<ul style="list-style-type: none"> <li>• Draft PSR</li> <li>• Final PSR</li> </ul>

2. 25% Concept Plans:

1. The A-E shall prepare draft and final conceptual alignment plans for the preferred alternative, separated into two phases (RMV Segment and County Segment) which is anticipated to be at 100 scale and shall include the following:
  - a. Horizontal and vertical alignment;
  - b. Known utilities and utility conflicts (i.e. preliminary relocation of regional facilities);
  - c. All existing topographic features; and
  - d. The following plan sheets are included:
    1. Plan and Profile;
    2. Typical Sections;
    3. Construction Notes for Major Construction Items;
    4. Draft Water Quality Features/BMPs; and
    5. Station Cross Sections.

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25% Concept Plans – Anticipated Deliverables
<ul style="list-style-type: none"> <li>• Draft 25% Concept Plans</li> <li>• Final 25% Concept Plans</li> </ul>



3. Permits, Licenses, Agreements, and Certifications (PLACs) Support

- a. A-E shall support RMV and OCPW in obtaining PLACs. This would include:
- i. Generating exhibits such as:
    1. Cooperative Agreement exhibit(s);
    2. Regulatory Permit exhibit(s); and
    3. Other miscellaneous exhibit(s).
  - ii. Preparing presentations;
  - iii. Preparing and submitting documents to all applicable agencies; and
  - iv. Attending coordination meetings with applicable agencies, as requested.

PLACs– Anticipated Deliverables
<ul style="list-style-type: none"> <li>• Exhibits(s)</li> <li>• Presentation(s)</li> <li>• PLAC Documents(s)</li> </ul>



4. Preliminary Studies

a. Advanced Planning Study (APS) or Bridge Type Selection Report (BTSR)

- i. **For Advanced Planning Study:** The A-E will prepare a draft and final APS for the preferred structure type for the Base Case ONLY as identified by OCPW and RMV. The basic objective for this APS is to develop, as early as possible, a feasible type of structure and cost for a specific site location. Considerations during the development of the APS include span lengths, structure depths, column locations, foundation types, construction clearances, geotechnical conditions, hydraulics and scour potential and environmental restrictions. Bridge member sizing and seismic analysis should be performed qualitatively and based on engineering experience. Preliminary structural engineering calculations will be performed to validate the APS configuration during the future Bridge Type Selection phase and is required to be included in this scope of work. A Bridge Type Selection could be performed as an optional scope item in lieu of the Bridge APS if a more refined solution is preferred by OCPW and RMV.
- ii. **For Bridge Type Selection Reports:** The A-E shall prepare a draft and final BTSR. The Report shall identify the economically feasible structure or alternative that meets the site conditions. A-E shall also address items of work associated with the bridges such as approaches. The report shall include all bridges for the Project and have an executive summary, purpose statement, description of each bridge, and the purposed bridge. The Report shall cover the following topics:
  1. Structure Type: Each bridge shall have a minimum of three (3) different alternatives that will be presented in the report. Costs for the preferred alternative shall be compared with other alternatives investigated. The cost for the preferred alternative shall be prepared using a Bridge General Plan Estimate form described in the Caltrans Bridge Design Manual. Renderings or exhibits shall be prepared for each alternative. The report will discuss the advantages and disadvantages of each alternative;

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2. Aesthetics: The A-E shall include aesthetics into the report after presenting exhibits to OCPW and RMV showing different aesthetic treatments/features and receiving feedback OCPW and RMV;
  3. Utilities: If applicable, the A-E shall discuss utilities within the footprint of the bridges, and its approaches and shall discuss the feasibility of including the utility in the Bridge or relocated them to a different location;
  4. Hydraulics: The A-E shall discuss and summarize the results of the Hydraulic/Scour and Sediment Transportation Report and its impact to the bridge over San Juan Creek;
  5. Constructability: The A-E shall evaluate the constructability of each bridge alternative evaluated. The A-E shall highlight minimizing work in the creek and consider any sensitive or site impacts of importance;
  6. R/W: The A-E shall summarize the R/W requirements for each bridge footprint including any temporary construction easements; and
  7. Compliance: Any regulatory permit, environmental document, conservation easement that may impact the design and layout of the bridge shall be reviewed and identified.
- b. Survey
- i. The A-E shall perform a draft and final topographic and boundary survey for the purposed alignment for the 25% design. The A-E shall follow the requirements of the OC Survey Standards Manual and shall submit a topographic plan in PDF form which identifies all pertinent features and includes the boundary survey. The survey should include, but is not limited to:
    1. Field Survey: The A-E shall prepare a field package with information from as-built plans, control diagrams, monuments listings, right-of-way maps, utility maps to ensure the field crews efficiently complete the field work. The field crew shall be responsible for locating existing or establishing new monuments and collecting survey data for post processing using a Total Station Survey System and Light Detection and Ranging (LiDAR); and
    2. The A-E shall independently check and compile field survey data to prepare alignment, boundary, and topographic (topo) sheets for the topo plans.
- c. Geotechnical Report
- i. A/E shall prepare a draft and final geotechnical report for the 25% design and the Bridge Type Selection Report. The A/E shall review any existing geotechnical report(s) within the vicinity that can be used to supplement the Report. The investigation should include the following:
    1. Pre-Field Exploration Activities: which includes Project coordination; review of available geotechnical reports, literature and maps relevant to the Project and produce the necessary health and safety plan which should outline the health and safety procedures to be used for the fieldwork in compliance with OSHA regulation; and obtain necessary permits needed for field exploration;
    2. Subsurface Explorations: The A-E shall perform the following subsurface exploration consisting of the following:
      - a. Drilling, logging, and sampling of hollow-stem auger borings;
      - b. Drilling, sampling and down-hole logging of large diameter bucket auger borings; and
      - c. Advancing Cone Penetration Test (CPT) soundings.
    3. Laboratory testing of samples to include engineering data in the Report;
    4. Environmental Considerations: The presence of environmentally impacted soils is not known at this time. The A-E shall obtain samples from the borings

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- and analyze for contaminants. It should be assumed that there will be five samples collected per boring. Recommendations will be included in the geotechnical report to manage, store, transport, and dispose of the impacted soil; and
5. Equipment Decontamination: If environmentally impacted soils are present, the A-E shall properly dispose of any soil cuttings to an approved offsite disposal.
- d. Hydraulic/Hydrology Report
- i. The A-E shall develop a draft and final hydraulic analysis along with the scour analysis and sedimentation transport analysis at the proposed bridge over San Juan Creek by utilizing the information from hydrology report for the Project area and the Orange County Hydrology Manual (OCHM). The A-E shall document those findings and results in a comprehensive report that also includes design recommendations that satisfy and conform to current design standards, procedures, regulations, and codes; and
  - ii. The A-E shall establish the existing site conditions and the proposed bridge conditions over San Juan Creek. The A-E will then utilize that information or data to develop a hydraulic model of the Project area (minimum of 2,000 feet upstream to 2,000 feet downstream of the proposed bridge) using HEC-RAS (Hydrologic Engineering Center – River Analysis System) and to also develop a scour and sediment transport numerical model (minimum of 2,000 feet upstream to 2,000 feet downstream of the proposed bridge) using HEC-6 and HEC-18. The peak discharges (high confidence and expected value) that should be considered shall be based on the information stated within the hydrology report for the Project area and the OCHM. The A-E shall utilize the final model output and results from the HEC-RAS, HEC-6, and HEC-18 models to provide design recommendations.
- e. Water Quality Management Plan (WQMP)
- i. The A-E shall develop a draft and final preliminary Water Quality Management Plan (WQMP) for the Project as required by the Orange County NPDES (National Pollutant Discharge Elimination System) Municipal Separate Storm Sewer System (MS4) permit for the San Diego Regional Water Quality Control Board (SDRWQCB). The WQMP shall adhere to and satisfy all the requirements stated within the MS4 permit including incorporation of Low Impact Development (LID) Best Management Practices (BMPs) (e.g. retention and/or bio-treatment of storm water runoff, etc.) among others.
- f. Utility Coordination
- i. A-E shall be responsible for developing, distributing, and compiling the 1<sup>st</sup> utility notice. The A-E will maintain a utility matrix and shall follow up with each utility company on bi-weekly basis for those that don't provide a response within 30 days.
- g. Right-of-Way (R/W) Engineering
- i. A-E shall be responsible for performing preliminary R/W research to develop an outline of the R/W needs for the Project. The A-E shall review R/W maps to develop a R/W exhibit which shows the parcels with owners on top of an aerial image.
- h. Traffic Investigation
- i. A-E shall be responsible for reviewing existing traffic investigation from sources such as the CEQA Document and studies completed for the amendment of the Master Plan of Arterial Highways (MPAH). The A-E shall submit a letter summarizing their recommendations for additional traffic investigation to be completed by others.

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Preliminary Studies – Anticipated Deliverables
<ul style="list-style-type: none"> <li>• Draft APS or BTR</li> <li>• Final APS or BTR</li> <li>• Draft Topographic Plans</li> <li>• Final Topographic Plans</li> <li>• Draft Geotechnical Report</li> <li>• Final Geotechnical Report</li> <li>• Draft Hydraulic/Scour and Sediment Transportation Report</li> <li>• Final Hydraulic/Scour and Sediment Transportation Report</li> <li>• Draft Preliminary WQMP</li> <li>• Final Preliminary WQMP</li> <li>• 1st Utility Notice Matrix along with responses</li> <li>• R/W Exhibit</li> <li>• Traffic Investigation Letter</li> </ul>

5. Environmental Documentation

- a. The A-E shall review the Transportation Element Amendment 20-2 Los Patrones Parkway Extension which amends FEIR No. 575, FEIR No. 584, and Final EIR 589 approved by the Board of Supervisors on January 12, 2021 for the proposed Project. The A-E shall determine whether the use of a previous environmental document is permissible and no additional documentation is needed to determine that further environmental document (subsequent, supplemental, or addendum) is appropriate. The A-E shall coordinate with OCPW and RMV to identify if any additional environmental review and/or special studies associated with the Project are required and shall be summarized in a letter to OCPW and RMV.

Environmental Document – Anticipated Deliverables
<ul style="list-style-type: none"> <li>• Environmental Document Recommendation Letter</li> </ul>

**Phase 2: Design Phase**

The Design Phase of this roadway will be compatible with The Ranch Plan, County of Orange needs and requirements, and will include the following:

1. Data Collection & Literature Review

- a. The A-E shall review all still-valid work and/or information prepared for the Project, including studies, survey plans, geotechnical reports, structural reports, design memorandums, CAD design files, environmental reports, etc. that are applicable to the Design Phase. The Design Phase should build upon and utilize, but not duplicate, still-valid work and/or information previously prepared for the Project.

2. Constructability & Operability Review

- a. The A-E shall conduct a constructability and operability review meetings with OC Construction Management and OC Operations & Maintenance to discuss potential construction means and methods for implementing the preferred alternative and post-construction operability to be included in the lifecycle analysis. Preliminary construction means and methods, and staging plans.

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- b. The A-E shall develop an Operations & Maintenance (O&M) Manual for the Project. The O&M Manual shall include, but is not limited to, a background/summary Project information, roles and responsibilities related to O&M of the roadway and any BMP feature, qualifications for maintenance personnel, routine O&M activities and procedures, corrective maintenance activities and procedures, and documentation requirements.

Constructability & Operability Review– Anticipated Deliverables
<ul style="list-style-type: none"> <li>• Draft Operations &amp; Maintenance Manual</li> <li>• Final Operations &amp; Maintenance Manual</li> </ul>

3. Preparation of the Plans, Specifications, and Estimates (PS&E)

- a. In compliance with the appropriate design criteria, standards, regulations and codes, the A-E shall be responsible for the design and development, including sub-consultant design services, of a PS&E package for the Selected Design Alternative.
- b. Design Standards: All designs, renderings and exhibits, plans and specifications, calculations etc. developed by the A-E for the Project shall at a minimum comply with and/or be in accordance with the latest versions and/or editions at the time of award of the Design Contract for the following:
- i. Requirements within the encroachment and regulatory permits for the Projects;
  - ii. CEQA requirements;
  - iii. Orange County Highway Design Manual;
  - iv. Orange County Traffic Manual;
  - v. Orange County Hydrology Manual;
  - vi. Orange County Flood Control District Design Manual;
  - vii. Orange County Public Works Standard Plans;
  - viii. City of San Clemente Public Works Standard Plans (for work within City jurisdiction);
  - ix. Caltrans Standard Plans (for work within Caltrans jurisdiction);
  - x. Standard plans for Public Works Constructions;
  - xi. Standard Specifications for Public Works Construction (Greenbook);
  - xii. Master Plan of Arterial Highways (MPAH);
  - xiii. Caltrans Standard Specifications;
  - xiv. Caltrans Bridge Design Aids;
  - xv. Caltrans Bridge Design Details;
  - xvi. Caltrans Bridge Design Specifications; and
  - xvii. AASHTO LRFD Bridge Design Specifications as modified by Caltrans.
- c. The A-E shall develop 35%, 65%, 95%, and Final (100%) PS&E package. Items to incorporate in the 35%, 65%, and 95% PS&E milestones shall incorporate elements listed in Table 1 and the following:
- i. The plans shall be computer drafted on standard 22"x34" size sheets using Autodesk AutoCAD with OCPW borders and title blocks. In addition, the A-E shall prepare (special provisions) per the County of Orange specification format for all relevant design aspects within this scope of work. The specifications for the bridge design shall be based upon the Caltrans Standard Specifications applicable sections;
  - ii. At the 65% and 95% milestone, the A-E shall perform a constructability review of the PS&E package for all aspects within the Scope. If major constructability conflicts and/or issues are discovered, modifications and/or revisions to the design plans, specifications

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- (special provisions), quantity calculations, and engineer's estimate, in addition to all affected reports and/or documents, shall be made by the A-E as directed by OCPW;
- iii. Structural calculations shall be prepared for all structures (i.e. bridges and retaining structures) and submitted at the 95% and 100% milestone. It shall be stamped and signed by a registered Civil Engineer and/or Structural Engineer in the State of California. All submitted calculations shall be neat, orderly, legible, coherent, and complete, and all standards, codes and/or manuals, important formulas, assumptions, and procedures used shall be referenced; and
  - iv. Independent Bridge Check: A-E shall prepare and furnish to OCPW a copy of the independent check performed for the bridge calculations. All bridge independent calculations shall be checked/confirmed, signed, and stamped by a Registered Civil Engineer and/or Structural Engineer, who is registered in the State of California and not involved with the original design. The independent checker shall re-analyze the structure and complete the following:
    1. Review all relevant background and supporting information;
    2. Verify member capacity;
    3. Review plans for completeness and consistence with the design;
    4. Resolve design issues with the designer. The final design will reflect the agreement between the designer and checker;
    5. Check the corrected plans for conformance with prior comments;
    6. Review the Project specifications (special provisions) to ensure all bridge items of work are adequately addressed; and
    7. Prepare independent quantity calculations.

PS&E – Anticipated Deliverables
<ul style="list-style-type: none"> <li>• 35% PS&amp;E</li> <li>• 65% PS&amp;E</li> <li>• 95% PS&amp;E</li> <li>• Final (100%) PS&amp;E</li> </ul>



**4. Utilities**

- a. The implementation for the Project may require the need to coordinate with existing utilities. The A-E shall identify all potential utility conflicts and avoid unnecessary utility impacts during the Design Phase of the Project. In addition, the A-E shall make any necessary modifications to the design plans and specifications if additional utility conflicts are discovered at any point in the design where the utility owner has prior rights.
- b. A-E shall be responsible for developing, distributing, and compiling utility responses from 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> (notice to relocate). The A-E shall be responsible for maintaining a utility matrix and shall follow up with each utility company on bi-weekly basis that doesn't provide a response within 30 days. The A-E shall submit the following:
  - i. If deemed necessary by OCPW, the A-E shall re-issue the 1st utility notice to utility companies within the limits of the Project;
  - ii. A-E shall submit 2nd utility notice with the 65% plans for utility companies to confirm their utilities are plotted properly; and

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- iii. A-E shall submit 3<sup>rd</sup> utility notice (notice to relocate) with 95% plans for utility companies to relocate their facilities.

Utilities – Anticipated Deliverables
<ul style="list-style-type: none"> <li>• 1st Utility Notice Matrix along with responses (if required)</li> <li>• 2nd Utility Notice Matrix along with responses</li> <li>• 3rd Utility Notice Matrix along with responses</li> </ul>



5. Design Survey

- a. The A-E shall review the preliminary Survey. If the A-E believes there is missing information or part of the survey needs to be updated the A-E shall discuss with OCPW and develop a plan to address the items of concern. The A-E shall have the ability to perform any surveys necessary to complete the PS&E package.

Design Survey – Anticipated Deliverables
<ul style="list-style-type: none"> <li>• Draft Supplemental Design Survey (if needed)</li> <li>• Final Supplemental Design Survey (if needed)</li> </ul>



6. Geotechnical Analysis:

- a. The A-E shall review the geotechnical report(s) and Bridge Type Selection Report (BTSR). If the A-E believes there is missing or outdated information contained in the reports, the A-E shall discuss with OCPW and develop a plan to address the items of concern. The A-E shall have the ability to perform any additional geotechnical site investigations necessary to complete the PS&E package.

Geotechnical Analysis – Anticipated Deliverables
<ul style="list-style-type: none"> <li>• Draft Updated Geotechnical Report (if needed)</li> <li>• Final Updated Geotechnical Report (if needed)</li> <li>• Draft Updated Bridge Type Selection Report (if needed)</li> <li>• Final Updated Bridge Type Selection Report (if needed)</li> </ul>



7. Final WQMP:

- a. The A-E shall develop a draft and final Water Quality Management Plan (WQMP) for the Project as required by the Orange County NPDES (National Pollutant Discharge Elimination System) Municipal Separate Storm Sewer System (MS4) permit for the San Diego Regional Water Quality Control Board (SDRWQCB). The WQMP shall adhere to and satisfy all the requirements stated within the MS4 permit including incorporation of Low Impact Development (LID) Best Management Practices (BMPs) (e.g. retention and/or bio-treatment of storm water runoff, etc.) among others. The development of the final design shall incorporate water quality facilities and/or features (i.e. BMPs) and ensure that they function and complement the intent of the Project. Any additional right-of-way needs required for permanent establishment of the BMPs shall be brought to the attention of OCPW immediately, and not later than 65% design completion.



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Final WQMP – Anticipated Deliverables
<ul style="list-style-type: none"> <li>• Draft WQMP</li> <li>• Final WQMP</li> </ul>



8. Encroachment Permits, Regulatory Permits, and/or Agreements

- a. A-E shall coordinate, facilitate, and provide engineering design support when assisting the County and RMV in the development, completion, submission, and processing of encroachment, regulatory permits, and agreements. The Project will require, but is not limited to the following work related to the encroachment, regulatory permits and/or agreements:
- i. United States Army Corps of Engineers (USACE) Clean Water Act Section 404:
    1. RMV - Amendment to Special Area Management Plan (SAMP)/Letter of Permission; and
    2. County - Nationwide Permit/Individual Permit.
  - ii. San Diego Regional Water Quality Control Board (SDRWQCB) Clean Water Act Section 401;
  - iii. California Department of Fish and Wildlife (CDFW) Fish and Game Code Section 1602:
    1. RMV – Amendment to Master Streambed Alteration Agreement (MSAA)/Sub-notification Approval; and
    2. County – Section 1602 Lake and Streambed Alteration (LSA).
  - iv. Caltrans Encroachment Permit;
  - v. City of San Clemente Encroachment Permits;
  - vi. Construction General Permit (CGP);
  - vii. RMV and County Agreement for the Construction of the Project;
  - viii. Right-of-way (R/W) Agreements; and
  - ix. Utility Agreements such as Santa Margarita Water District (SMWD).

9. Environmental Document:

- a. In accordance with CEQA Guidelines Section 15162 and the County of Orange Local CEQA Procedures Manual, the A-E shall perform any required additional environmental reviews and documentation for the Project which was identified in the PA&ED phase, including any special environmental studies including but not limited to, air quality and cultural assessments etc.

Environmental Document – Anticipated Deliverables
<ul style="list-style-type: none"> <li>• Environmental Studies (if needed)</li> <li>• Amendment to the EIR (if needed)</li> </ul>



10. Construction Support

- a. The A-E will be required to provide construction support for the Project, which includes the following work:
- i. The A-E shall perform field visits, site meetings, and/or respond to any questions or comments requested by the Contractor that specifically relates to the design and/or construction of the Project;

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- ii. The A-E shall review and take appropriate action upon receipt of Requests for Information (RFIs) and Contract Change Orders (CCOs). The A-E's review and action taken shall be for conformance with contract documents;
- iii. The A-E shall review and take appropriate action upon receipt of submittals from the Contractor. The A-E's review and action taken shall be for conformance with the contract documents;
- iv. The A-E provide adjustments, modifications and/or revisions to the design based upon unanticipated and/or unknown field conditions encountered during construction; and
- v. The A-E shall document and incorporate all constructed modifications and/or revisions that occurred during construction onto the original construction plans and specifications such that a final "as-built" or record set of contract documents are provided to OCPW for their records.

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**Table 1 – PS&E Requirements**

Phase	35% Design Milestone	65% Design Milestone	95% Design Milestone
Plans	<p>Required:</p> <ul style="list-style-type: none"> <li>• Horizontal and vertical alignment</li> <li>• Known utilities and utility conflicts</li> <li>• All existing topographic features</li> <li>• The following plan sheets are included:                             <ul style="list-style-type: none"> <li>○ Plan and Profile</li> <li>○ Typical Sections</li> <li>○ Construction Notes for Major Construction Items</li> <li>○ Draft Water Quality Features/BMPs</li> <li>○ Draft Structural Details</li> <li>○ Site Exploration Map and Soil Borings</li> </ul> </li> </ul> <p>Optional</p> <ul style="list-style-type: none"> <li>• Station Cross Sections</li> <li>• Construction Details</li> </ul>	<p>Required:</p> <ul style="list-style-type: none"> <li>• All utilities within the Project area are shown</li> <li>• All utility conflicts are identified and resolved</li> <li>• Final Water Quality Features/BMPs</li> <li>• Draft Structural Details</li> <li>• Site Exploration Map and Soil Borings</li> <li>• Construction Notes for All Construction Items</li> <li>• Preliminary Traffic Detour/Control Plans</li> </ul> <p>Optional</p> <ul style="list-style-type: none"> <li>• Station Cross Sections</li> <li>• Construction Details</li> </ul>	<p>Required:</p> <ul style="list-style-type: none"> <li>• All elements needed for the final plans and Approval</li> </ul>
Specifications	<p>Required:</p> <ul style="list-style-type: none"> <li>• Draft Bid Schedule (w/Draft quantities)</li> <li>• Signature Page and Table of Contents only</li> </ul> <p>Optional:</p> <ul style="list-style-type: none"> <li>• Order of Work</li> <li>• Bid Items Specifications for major construction items</li> </ul>	<p>Required:</p> <ul style="list-style-type: none"> <li>• Order of Work</li> <li>• Bid Item Specifications</li> </ul> <p>Optional:</p> <ul style="list-style-type: none"> <li>• Bid Item Payment Clauses</li> </ul>	<p>Required:</p> <ul style="list-style-type: none"> <li>• Bid Item Payment Clauses</li> </ul>
Estimates	<p>The developed 35% Engineer's Estimate shall be classified as <b>Class 3</b> in accordance with the Association for the Advancement of Cost Engineering International's (AACEI) cost estimate classification system (18R-97).</p>	<p>The developed 65% Engineer's Estimate shall be classified as <b>Class 3</b> in accordance with the Association for the Advancement of Cost Engineering International's (AACEI) cost estimate classification system (18R-97).</p>	<p>The developed 95% Engineer's Estimate shall be classified as <b>Class 3</b> in accordance with the Association for the Advancement of Cost Engineering International's (AACEI) cost estimate classification system (18R-97).</p>

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**ATTACHMENT B  
COST/COMPENSATION**

- I. COMPENSATION:** This is a **time and materials** Contract between County and A-E for **Los Patrones Parkway Extension** 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 amount specified in Contract's Article 1.4 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:

**1. Classification Rates:**

<b>HUITT-ZOLLARS, INC.</b>		
<b><u>Classification Titles</u></b>	<b><u>Year 1-2 Hourly Rate</u></b>	<b><u>Year 3-7 Hourly Rate</u></b>
Principal-in-Charge	\$315.00	328.57
Senior Project Manager	\$280.85	293.61
Senior Civil Engineer & QA/QC	\$301.76	315.47
Civil Engineer	\$210.79	220.37
Senior Designer	\$167.21	174.81
Engineer in Training (EIT)	\$116.88	122.19
Project Surveyor	\$214.40	215.42
Project Support	\$87.75	85.46

<b>*GMU Geotechnical, Inc.</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal Engineer/Geologist	\$280.00
Senior Engineer/Geologist	\$235.00
Project Engineer Geologist	\$200.00
Senior Staff Engineer Geologist	\$180.00
Staff Engineer Geologist	\$165.00
CAD/GiS Design	\$120.00
Office Prep	\$105.00
Lab Tech	\$130.00

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<b>*Fehr and Peers</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Project Manager	\$315.00
Task Lead	\$223.00
Traffic Engineer	\$159.00
Graphics	\$143.00
Admin Support	\$128.00

<b>*Parsons Corporation</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Structures Project Manager	\$300.08
Structures QA/QC Manager	\$247.55
Structures Principal Engineer	\$166.33
Structures Senior Engineer	\$138.74
Structures Design Engineer	\$130.19
Structures CADD	\$124.80

<b>*Pacific Advanced Civil Engineering, Inc.</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Senior Project Manager	\$234.00
Project Engineer	\$155.00
Design Engineer	\$133.00
Senior CAD Designer	\$140.00
CAD Designer	\$108.00
Graphic Designer	\$195.00
Admin Support	\$105.00
Assistant Designer	\$56.00

<b>*ICF International, Inc.</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Project Director	299.54
Technical Director	255.41
Senior Technical Analyst	229.08
Managing Consultant	198.20
Senior Consultant III	172.49
Senior Consultant II	161.09
Senior Consultant I	143.81
Associate Consultant III	131.48
Associate Consultant II	119.54
Associate Consultant I	111.68
Assistant Consultant	126.39

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<b>*Psomas</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal Environmental Services	\$235.25
Admin Assistant	\$111.08
GIS Manager	\$128.49

<b>*Moran Utility Services, Inc.</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal-in-Charge	\$225.00
Subject Matter Expert	\$225.00
Project Manager	\$185.00
Designer/CADD	\$185.00
Project Coordinator	\$150.00

Note: 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.

Note: Construction-related work performed under A-E service contracts may meet the definition of “public work” under Labor Code § 1720 et seq. “Construction” includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. See, Labor Code § 1720. Contracts for A-E services shall mandate that prevailing wages be paid where mandated by law.

- 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.

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- 3) Other actual costs and/or payments specifically approved and authorized in writing by the County Project Manager and actually incurred by A-E in performance of this Contract.
- 4) Travel costs shall only be reimbursed if approved in advance in writing by County Project Manager and are subject to the following restrictions:
  - a. Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this Contract shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the A-E's "Home Based" office location and County location, as well as mileage within County property will not be reimbursed.
- 5) Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
- 6) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
- 7) All reimbursable expenses must be itemized on A-E invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all A-E invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. A-E is responsible for submitting reimbursable invoices in a format that is acceptable to the County. Reimbursable items shall be charged at cost. Any third-party or subcontractor services shall also be charged at cost; no mark-ups will be allowed.

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

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

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

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

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

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Invoices and support documentation are to be forwarded to:

**TBA – Per Task Order**

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.



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**Attachment C  
Staffing Plan**

**1. A-E KEY PERSONNEL**

<b>Name</b>	<b>Classification/ Designation</b>	<b>Years of Experience</b>	<b>Years with Current Firm</b>	<b>Licenses/ Certifications (include license number)</b>
Vic Illig, PE	Project Manager	18	7	PE: CA#82489
Miguel Hernandez, PE, QSD, PLS	Lead Civil Design Engineer	25	4	PE CA#61378; PLS CA#8735; QSD CA#22312
Kevin Michalski, PE (Parsons)	Lead Structural Engineer	23	8	PE CA#67282
Aron Taylor MS, PG, CEG	Lead Geotechnical Engineer	20	20	PG CA#8156; CEG CA#2455
Brian Calvert	Lead CEQA Manager	27	17	

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 Project Manager. **Note: The written approval of substituted A-E Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works or other County department.**

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

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**2. SUBCONSULTANTS**

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

<b>Corporate Name</b>	<b>Corporate Address</b>	<b>Local Office Address*</b>	<b>Contact Name</b>	<b>Telephone Number</b>	<b>Project Function</b>
Parsons Corporation	58875 Trinity Pkwy, Ste. 300 Centerville, VA 20120	2201 Dupont Dr., Ste. 200 Irvine, CA 92612	Kevin Michalski	949-333-4500	Structural Engineering
GMU Geotechnical, Inc.	23241 Arroyo Vista Rancho Santa Margarita, CA 92688	23241 Arroyo Vista Rancho Santa Margarita, CA 92688	Aron Taylor MS, PG, CEG	949-546-0016	Geotechnical Engineering
ICF International Inc.	9300 Lee Highway Fairfax, VA 22031	49 Discovery, Ste. 250 Irvine, CA 92618	Brian Calvert	949-333-6618	Environmental
Fehr and Peers	100 Pringle Ave., Ste. 600 Walnut Creek, CA 94596	101 Pacifica, Ste. 300 Irvine, CA 92618	Claude Strayer, PE, RSP1	949-308-6300	Traffic Engineering
Pacific Advanced Civil Engineering, Inc.	17520 Newhope St., Ste. 200 Fountain Valley, CA 92708	17520 Newhope St., Ste. 200 Fountain Valley, CA 92708	Mark Krebs, PE	714-481-7300	Wastewater and Stormwater Management Resources
Psomas	100 Corporate Pointe, Suite 265 Culver City, CA 90230	5 Hutton Centre Drive, Suite 300 Santa Ana, CA 92707	Kathleen Brady	714-454-9540	Environmental
Moran Utility Services, Inc.	27121 Calle Arroyo, Ste. 2220 San Juan Capistrano, CA 92675	27121 Calle Arroyo, Ste. 2220 San Juan Capistrano, CA 92675	John Pyles	949-283-4320	Dry Utilities