

Coastal Information Center at the California State University, Fullerton, or another institution if directed by County.

10. If any burial grounds or remains are uncovered, ceremonial objects, petroglyphs, or archaeological, paleontological, or other artifacts or specimens of like nature within the construction area, A/P shall immediately notify the County's onsite representative of finds and shall modify the construction operations so as not to disturb the finds pending further instructions from County.
11. Discovery of Human Remains
 - i. In accordance with Section 7050.5 of the California Health and Safety Code, if human remains are found, no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the County of Orange Sheriff-Coroner and/or other applicable coroner and law enforcement agency ("Coroner's Office") has determined the appropriate treatment and disposition of the human remains. The Coroner's Office shall be notified within 24 hours of the discovery.
 - ii. If the Coroner's Office determines that the remains are or are believed to be of Native American origin, the Coroner's Office will notify the California Native American Heritage Commission (NAHC).
 - iii. In accordance with Section 5097.98 of the California Public Resources Code, the NAHC must notify those persons it believes to be the most likely descended from the deceased Native American. The descendants shall be granted access to the site to complete their inspection as quickly as possible. The designated Native American representative would then determine, in consultation with County, the treatment and disposition of the human remains.
12. Unless otherwise required by law, any and all finds shall remain the property of County and not become the property of any other person or entity.
13. Fossil Preparation, fossil identification, fossil cataloguing, paleontological report on monitoring, analysis of resources found, and repository of record.
14. Any A/P services including presentations, reports or surveys requested by the PM.

F. Biological

1. A-E shall provide Biological Services to perform construction related monitoring in compliance with conditions and requirements set forth in project permits and authorizations, as well as in existing project plans, monitoring plans and related documents. All work at the site shall be performed by trained staff that has performed Biological Services at various developments throughout Southern California. All work shall be supervised by the site Biologist.
2. Biological Services may include monitoring for vegetations clearing, nesting birds, special-status plants/animals, or conserved vegetation types. The A-E will be responsible for monitoring all habitat types within the construction project limits which may include riparian, coastal sage scrub (CSS), wetland and native grassland habitats. The A-E will be responsible for preparation of reports and memos based on all monitoring and field work performed per project permits, plans, authorizations and related documents or as requested by County.

VI. CONSTRUCTION DOCUMENT MANAGEMENT

- A. The A-E shall use e-Builder (Trimble), a project/construction management software for all project related documents and correspondence, including, but not limited to Submittals, Requests for Information, Change Order Request, Contract Change Orders, Daily Reports, Payment Applications, Communication Forms and other Processes. The Contractor is not required to purchase a user license for e-Builder. Within five (5) working days of Contract award or Task Order Notice to Proceed (NTP),

County shall provide the Contractor and pertinent support personnel user access login information to e-Builder for use on the Project. County will provide an e-Builder training session to appropriate A-E personnel and the A-E shall coordinate with County to schedule the training. County will provide e-Builder user training and support to the Contractor as determined is needed. It shall be the responsibility of the A-E to notify their designated County e-Builder Administrator when, the Contractor must change Project assignment or disable e-Builder login access to personnel.

- B. Should the use of e-Builder not be feasible/required for use on specific Task Orders, the County Project Manager will inform A-E within five (5) working days of issuing NTP.

VII. CONTRACT TASK ORDER

- A. A-E shall be assigned work via a task order by County which shall subsequently be referred to as the “Contract Task Order” (hereinafter “CTO”). A CTO for each project shall be developed by A-E in conjunction with County Project Management staff. The County Project Manager shall manage all A-E’s work including monitoring the CTO work schedule, quality of deliverables, review of invoiced amounts, adherence to set budget, and internal review of submittal packages. A-E shall follow all requirements as outlined in the CTO; this general Scope of Work **and** the project specific Scope Statement.
- B. The CTO shall include a detailed Scope Statement, describing tasks to be performed with a specific list of deliverables for each task, schedule of work and cost to complete the work. The schedule of work shall allow enough time for meetings with County Management staff to review the work progress, provide technical and policy direction, resolve problems and ensure adherence to the work completion schedule. The CTO shall include a cover sheet provided by County Project Management staff with the appropriate signature blocks and contract information. Once both Parties agree, and all Parties have signed the CTO, County Management staff shall provide A-E with a Notice to Proceed (NTP) to begin work. A-E shall submit all plans, reports and other documents produced under the CTO to the assigned County Project Manager within the timeframe indicated in the CTO or as directed by County Project Management staff.

VIII. PERSONNEL REQUIREMENTS

- A. The A-E shall assign key personnel as required for the performance of this Contract and as described in the previous Sections. These key personnel must have an in-depth understanding of the requirements and their responsibilities as well as the ability, knowledge, experience and skills to perform the requirements. A-E shall provide its personnel all equipment, tools, materials, and transportation that may be required in the performance of this work.
- B. The following personnel is requested, at minimum, for this Contract:
1. Principal Project Manager;
 2. Construction Manager;
 3. Field Office Engineer;
 4. Quality Control Inspector(s);
 5. Geotechnical Inspector(s);
 6. Geologist;
 7. Structural Materials Representative/Testing;
 8. Licensed Surveyor;
 9. Surveying Crew;
 10. Scheduler;
 11. Archeo/Paleo Monitor;

12. Biological Monitor;
13. Deputy/Special Inspector(s); and
14. All other personnel/classifications required to provide full Landfill Construction Support Services as described herein.

IX. ASSUMPTIONS

- A. The Scope of Work for these project services are based on County's and A-Es experience with similar construction projects and includes the following assumptions:
 1. In general, the Approximate Total Project/Task Duration consist of the following project phases:
 - a. Design;
 - b. Preconstruction/Advertisement;
 - c. Construction; and
 - d. Close-Out.
 2. 4-hour minimum for field CQA Monitor if called out on a part-time basis;
 3. Prevailing wage is anticipated for all staff performing actual work on a public works project;
 4. Full-time staff may be required to work alternate working days including Saturdays, minor holidays or as directed by the County Project Manager in those instances where construction procedures require a revised work schedule and where overtime compensation is approved by the County Project Manager. The A-E shall provide sufficient staffing to cover alternate working days without the need for overtime.
 5. Copies of the current plans, specifications and estimates (if existing/available) may be available to A-E upon request.

X. TIME OF PERFORMANCE

- A. The County makes no representation as to when the construction will be performed and completed and the time of performance of the actual construction of the contract, regardless of the changes in schedule thereof, and whether such changes are within control of the County.
- B. As between the A-E and the County, the A-E assumes the risk of suspensions of or delays in performance of the Contract, with the following exceptions:
 1. The Construction Contractor fails to finish on the scheduled completion date as a result of failure by the County to act within a reasonable time to provide necessary information, prompt reviews, decisions and other matters essential to the Project, and the County grants an extension of time to the construction contract for these reasons.
 2. The Construction Contractor fails to finish on the scheduled completion date as a result of Force Majeure, strikes or inability to obtain materials on time through no fault of the Construction Contractor, and the County grants an extension of time for these reasons.
 3. The Construction Contractor fails to finish on the scheduled completion date for reasons under control of the Construction Contractor and the County requires the A-E to provide inspection and coordination of construction services beyond the scheduled completion date.
- C. A Notice to Proceed (NTP) shall be issued to the A-E soon after contract or task order execution. Scheduling of the required services shall be coordinated with the County Project Manager. It is anticipated that services for Constructability Review will commence soon after the issuance of the NTP. Construction Management, Construction QA/QC, Surveying and Archeological/Paleontological services shall be performed as directed by the County Project Manager and in accordance to the applicable project phase.

**ATTACHMENT B
 COST/COMPENSATION**

I. COMPENSATION: This is a **time and materials** usage Contract between County and A-E for On-Call Landfill Construction Support Services as set forth in Attachment A, "Scope of Work".

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

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

A. Classification Rates:

ANSER ADVISORY MANAGEMENT, LLC	
Classification Titles	Hourly Rate
Construction Management	
Principal-in-Charge	\$224.00
Senior Project Director	\$224.00
Senior Construction Manager	\$206.50
Construction Manager	\$169.50
Senior Project Manager	\$204.50
Project Manager	\$169.50
Senior Estimator	\$177.00
Estimator	\$177.00
Senior Scheduler	\$180.00
Scheduler	\$180.00
Field Office Engineer	\$135.50
Construction Engineering Technician	\$115.50
Administrative Support	\$88.50
Lead Inspector	\$139.00
Inspector	\$130.00
Office Support/Clerical	\$84.00

ADVANCED EARTH SCIENCES, INC.	
Classification Titles	Hourly Rate
Construction Management	
Principal-in-Charge	\$224.00
QA/QC/Geotech	
Principal Engineer/Geologist	\$219.00
Project Manager	\$169.50
QA/QC Manager	\$214.50
Associate	\$189.00
Sr. Engineer/Geologist	\$160.50
Project Engineer/Geologist	\$146.00
Sr. Staff Engineer/Geologist	\$137.50
Staff Engineer/Geologist	\$129.00
Construction Engineer Tech - Regular (non-PW)	\$100.50

Construction Engineer Tech - Overtime (non-PW)	\$128.00
Soils/Asphalt/Field Tech – Prevailing Wage	\$140.00
Soils/Asphalt/Field Tech – Prevailing Wage Overtime	\$165.00
Soils/Asphalt/Field Tech – Prevailing Wage Doubletime	\$189.00
CADD Designer/Drafter	\$123.00
Project Administrator	\$92.00
Word Processor	\$92.00

D. WOOLLEY & ASSOCIATES, INC.	
Classification Titles	Hourly Rate
Surveying	
Professional Land Surveyor	\$202.00
Project Manager	\$187.00
Project Surveyor	\$171.00
Senior Survey Analyst	\$167.00
CAD Survey Analyst	\$133.00
1-person Survey Party w/ Equipment	\$203.00
2-person Survey Party w/ Equipment	\$298.00
3-person Survey Party w/ Equipment	\$386.00

LSA ASSOCIATES, INC.	
Classification Titles	Hourly Rate
Archae/Paleo/Bio	
Principal	\$255.00
Associate/Assistant Project Manager/CEQA/NEPA Manager	\$180.00
Project Administrator	\$120.00
Senior: Planner/Environmental/Air Quality/GHG/Noise/Analyst/GIS Specialist/Biologist/Restoration/Ecologist/Scientist/Historian/Archaeologist/Paleo ntologist/Arborist	\$161.00
Staff: Planner/Environmental/Air Quality/GHG/Noise/Analyst/GIS Specialist/Biologist/Restoration/Ecologist/Scientist/Historian/Archaeologist/Paleo ntologist/Arborist	\$117.00
Assistant: Planner/Environmental/Air Quality/GHG/Noise/Analyst/GIS Specialist/Biologist/Restoration/Ecologist/Scientist/Historian/Archaeologist/Paleo ntologist/Arborist	\$100.00
Technical Editor/Word Processor	\$106.00
Clerical Staff	\$83.00
Graphics Specialist	\$83.00

NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS	
Classification Titles	Hourly Rate
Construction Management	
Principal Engineer/Geologist	\$195.00
Sr. Engineer/Geologist	\$190.00
Project Engineer/Geologist	\$160.00
Sr. Project Engineer/Geologist	\$185.00
Sr. Staff Engineer/Geologist	\$150.00
Staff Engineer/Geologist	\$135.50
Supervisory Technician	\$115.00
Special Inspector (Group 2)	\$109.00
Senior Technician (Group 1)	\$108.00
Technician (Group 1)	\$103.00
Archae/Paleo/Bio	
Principal	\$255.00
Associate/Assistant Project Manager/CEQA/NEPA Manager	\$180.00
Project Administrator	\$120.00
Senior: Planner/Environmental/Air Quality/GHG/Noise/Analyst/GIS Specialist/Biologist/Restoration/Ecologist/Scientist/Historian/Archaeologist/Paleontologist/Arborist	\$161.00
Staff: Planner/Environmental/Air Quality/GHG/Noise/Analyst/GIS Specialist/Biologist/Restoration/Ecologist/Scientist/Historian/Archaeologist/Paleontologist/Arborist	\$117.00
Assistant: Planner/Environmental/Air Quality/GHG/Noise/Analyst/GIS Specialist/Biologist/Restoration/Ecologist/Scientist/Historian/Archaeologist/Paleontologist/Arborist	\$100.00
Technical Editor/Word Processor	\$106.00
Clerical Staff	\$83.00
Graphics Specialist	\$83.00

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

*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.

B. Total Contract Amount Shall Not Exceed: \$1,750,000 ~~\$1,400,000~~

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

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

- V. **A-E'S EXPENSE:** A-E will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- VI. **REIMBURSABLE ITEMS:** Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the County Project Manager. A-E may be entitled to reimbursement for the following, upon prior approval by County:
- 1) The actual costs of special equipment to be rented, leased or purchased by A-E for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by the County Project Manager.
 - 2) Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the County Project Manager.
 - 3) Other actual costs and/or payments specifically approved and authorized in writing by the County Project Manager and actually incurred by A-E in performance of this Contract.
 - 4) Travel costs shall only be reimbursed if approved in advance in writing by County Project Manager and are subject to the following restrictions:
 - a) Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this Contract shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the A-E's "Home Based" office location and 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 & Delivery Order (DO) number
- F. Contract Task Order (CTO) Project Title
- G. County Project Job Number
- H. Service Date
- I. Description of Services
- J. Approved CTO Amount
- K. Percent Complete
- L. Previously Invoiced Amount
- M. Current Amount Due
- N. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

TBA – Per Contract 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.

ATTACHMENT C
STAFFING PLAN

1. A-E KEY PERSONNEL

Name	Classification/ Designation	Years of Experience	Years with Current Firm	Licenses/Certifications (include license number)
Paul Buckley	Principal-in-Charge/Sr. Project Director	39	24	California Professional Engineer No. 52109; Certified Construction Manager No. 10896; Qualified
Stephen Mutch	Sr. Construction Manager/Sr. Project Manager	34	19	California Professional Engineer No. 66757; Certified Construction Manager No. 2384; Qualified
Adam Hunt	Sr. Construction Manager	13	11	Certified Construction Manager No. 4395
Jared Kemp	Sr. Construction Manager	13	11	Certified Construction Manager No. 6394
Tyson Atwood	Sr. Construction Manager	16	4	California Professional Engineer No. 71514 Qualified SWPPP Developer No. 01243
Huburt Kang	Sr. Construction Manager	13	7	California Professional Engineer No. 81217; Certified Construction Manager No. 8850; Qualified SWPPP Developer No. 24462
Tony Gatoff	Sr. Construction Manager	19	20	Certified Construction Manager No. 4738
John Duong	Field Office Engineer	5	4	Engineer-in-Training No. 156801
Ben Torres	Field Office Engineer	5	1	CMIT
Jacob Lillengreen	Field Office Engineer	2	2	CMIT
Kris Khilnani	Senior Principal	50	25	GE, CA, 1993, #2203 PE, CA, 1989 #39661
Suji Somasundaram	Principal Engineer	38	24	GE, CA, 1994, #2263 PE, CA, 1989, #44199
Michael Raub	Principal Geologist	38	18	PG, CA, 1987, #4415 CEG, CA, 1987, #1376 QSD/QSP #24335

Greg Raymer	Senior Geologist	28	14	RG, California, #6332 CEG, California, #1997
Mark Huggard	Soils/Asphalt/Field Tech	45	25	GSI-Certified CQA Inspector ACI Level I Inspector
Mark Shafiyoon	Soils/Asphalt/Field Tech	20	18	GSI-Certified CQA Inspector ACI Level I Inspector

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

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

2. SUBCONTRACTOR(S)

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

Company Name & Address	Contact Name and Telephone Number	Project Function
LSA Associates, Inc. 20 Executive Park, Ste. 200 Irvine, CA 92617	Lloyd Sample; 949-259-8850	Archae/Paleo/Bio
Advanced Earth Sciences, Inc. 9307 Research Drive Irvine, CA 92618	Dr.Suji Somasundaram, PE, GE; 949-379-2450	QA/QC Inspection
Ninyo & Moore Geotechnical & Environmental Sciences Consultants 475 Goddard, Ste. 200 Irvine, CA 92618	Garreth Saiki, PE, GE; 949-704-0170	Materials Testing & Special Inspection
D. Woolley & Associates 2832 Walnut Ave., Ste. A Tustin, CA 92780	Trevor Rice; 714-734-8462	Surveying