

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT, (hereinafter referred to as "Agreement"), is made and entered into to be effective the 1st day of October, 2025, by and between the ORANGE COUNTY SANITATION DISTRICT, (hereinafter referred to as "OC SAN"), and HDR ENGINEERING, INC., (hereinafter referred to as "CONSULTANT"). OC SAN and CONSULTANT are referred to herein collectively as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, OC SAN desires to engage CONSULTANT for **CEQA Support Services, PSA2025-004**, to provide qualified staff as described in Attachment "A", Scope of Work; and Attachment "A1", Rules of Engagement; and

WHEREAS, CONSULTANT is qualified to provide the necessary services in connection with these requirements and has agreed to provide the requisite personnel and experience, and is capable of performing such services; and

WHEREAS, OC SAN has adopted procedures for the selection of professional services and has proceeded in accordance with said procedures to select CONSULTANT to perform this work; and

WHEREAS, at its regular meeting on September 24, 2025, the Board of Directors, by Minute Order, accepted the recommendation of the Operations Committee to approve this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual benefits, which will result to the parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

1. SCOPE OF WORK

CONSULTANT agrees to furnish necessary professional services to accomplish the Scope of Work attached hereto as "Attachment A". Attachment "A" is hereby incorporated into this AGREEMENT. In the event of a conflict between the Scope of Work and this AGREEMENT, the terms of this AGREEMENT shall prevail.

2. COMPENSATION

Total compensation shall be paid to CONSULTANT for the services in accordance with the following provisions:

A. Time and Material: Not to Exceed Aggregate Amount

During the term of the AGREEMENT, OC SAN shall compensate CONSULTANT for services performed under this AGREEMENT on a time and materials basis, not to exceed a maximum aggregate amount of One Million Five Hundred Thousand Dollars (\$1,500,000) ("Total Compensation").

B. Hourly Rates

As a portion of the total compensation to be paid to CONSULTANT, OC SAN shall pay to CONSULTANT a sum equal to the burdened salaries (salaries plus benefits, overhead, and profit) actually paid by CONSULTANT charged on an hourly-rate basis to this project and paid to the personnel of CONSULTANT per **Attachment "E"**. OC SAN shall also pay to CONSULTANT a sum equal to the premium costs for overtime, charged on an hourly-rate basis, actually paid by CONSULTANT to the non-exempt personnel of CONSULTANT plus profit. Premium costs for overtime will not include fringe and overhead. **Attachment "E"** is hereby incorporated by reference. Upon request of OC SAN, CONSULTANT shall provide OC SAN with certified payroll records of all employees' work that is charged to this AGREEMENT.

C. Overhead

As a portion of the total compensation to be paid to CONSULTANT, OC SAN shall compensate CONSULTANT and Subconsultants for overhead at the rate equal to the percentage of burdened labor as specified in **Attachment "E" - Fee Proposal**.

D. Profit

Profit for CONSULTANT and Subconsultants shall be 10%. Addenda shall be governed by the same maximum Profit percentage.

As a portion of the total compensation to be paid to CONSULTANT and Subconsultants, OC SAN shall pay profit for all services rendered by CONSULTANT and Subconsultants for this AGREEMENT.

E. Subconsultants

For all Subconsultants, CONSULTANT may pay to Subconsultants total compensation on an hourly-rate basis per **Attachment "E" – Fee Proposal** and as specified in the Scope of Work. OC SAN shall pay to CONSULTANT the actual costs of Subconsultants, without markup.

F. Escalation

For purposes of calculating hourly billing rates of CONSULTANT employees and any Subconsultant employees performing services under this AGREEMENT, the Maximum Hourly Rate as defined in **Attachment "E"** shall be adjusted annually based on the Employment Cost Index (ECI) of Los Angeles-Long Beach-Riverside, California as of July 1 of each year. This rate is from the United States Department of Labor Bureau of Labor Statistics. The annual adjustments shall not exceed three percent (3%).

G. Reimbursable Direct Costs

OC SAN will reimburse the CONSULTANT for reasonable travel and business expenses as described in this section and further described in Attachment “D” - Allowable Direct Costs to this Agreement. The reimbursement of the above-mentioned expenses will be based on an “accountable plan” as considered by Internal Revenue Service (IRS). The plan includes a combination of reimbursements based upon receipts and a “per diem” component approved by IRS. The most recent schedule of the per diem rates utilized by OC SAN can be found on the U.S. General Service Administration website at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

The CONSULTANT shall be responsible for the most economical and practical means or management of reimbursable costs inclusive but not limited to travel, lodging and meals arrangements. OC SAN shall apply the most economic and practical method of reimbursement which may include reimbursements based upon receipts and/or “per diem” as deemed the most practical.

CONSULTANT shall be responsible for returning to OC SAN any excess reimbursements after the reimbursement has been paid by OC SAN.

Travel and travel arrangements – Any travel involving airfare, overnight stays or multiple day attendance must be approved by OC SAN in advance.

Local Travel is considered travel by the CONSULTANT within OC SAN geographical area which includes Orange, Los Angeles, Ventura, San Bernardino, Riverside, San Diego, Imperial, and Kern Counties. Automobile mileage is reimbursable if CONSULTANT is required to utilize personal vehicle for local travel.

Lodging – Overnight stays will not be approved by OC SAN for local travel. However, under certain circumstances overnight stay may be allowed at the discretion of OC SAN based on reasonableness of meeting schedules and the amount of time required for travel by the CONSULTANT. Such determination will be made on a case-by-case basis and at the discretion of OC SAN.

Travel Meals – Per-diem rates as approved by IRS shall be utilized for travel meals reimbursements. Per diem rates shall be applied to meals that are appropriate for travel times. Receipts are not required for the approved meals.

Additional details related to the reimbursement of the allowable direct costs are provided in the Attachment “D” - Allowable Direct Costs of this Agreement.

OC SAN shall also pay to CONSULTANT actual costs for equipment rentals, leases or purchases with prior approval of OC SAN.

OC SAN will not pay for any relocation of staff to be assigned under this AGREEMENT.

H. Limitation of Costs

If, at any time, CONSULTANT estimates the cost of performing the services described in CONSULTANT's Proposal will exceed seventy-five percent (75%) of the not-to-exceed amount of the Agreement, including approved additional compensation, CONSULTANT shall notify OC SAN immediately, and in writing. This written notice shall indicate the additional amount necessary to complete the services. Any cost incurred in excess of the approved not-to-exceed amount, without the express written consent of OC SAN's authorized representative shall be at CONSULTANT's own risk. This written notice shall be provided separately from, and in addition to any notification requirements contained in the CONSULTANT's invoice and monthly progress report. Failure to notify OC SAN that the services cannot be completed within the authorized not-to-exceed amount is a material breach of this Agreement.

3. REALLOCATION OF TOTAL COMPENSATION

OC SAN, by its Director of Engineering, shall have the right to approve a reallocation of the incremental amounts constituting the Total Compensation, provided that the Total Compensation is not increased.

4. KEY POSITIONS

CONSULTANT shall notify OC SAN in advance regarding changes to any key CONSULTANT employees performing services under this AGREEMENT. Positions considered to be Key Positions are Point of Contact and any staff leading Task Directives under the AGREEMENT. Should a CONSULTANT employee become no longer available to OC SAN, CONSULTANT shall submit the resume and qualifications of the proposed replacement to OC SAN for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent Key Position unless CONSULTANT is not provided with such notice by the departing staff.

5. PAYMENT

- A. Monthly Invoice: CONSULTANT shall include in its monthly invoice, a detailed breakdown of costs associated with the performance of any corrections or revisions of the work for that invoicing period, in a format acceptable to OC SAN. CONSULTANT shall warrant and certify the accuracy of these costs and provide all support documentation required by OC SAN. CONSULTANT understands that submitted costs are subject to Section 15 Audit Provisions.
- B. OC SAN will pay all undisputed amounts on a per task basis within thirty (30) days following receipt of CONSULTANT's invoice.
- C. Upon satisfactory completion of the work performed hereunder and prior to final payment under this AGREEMENT for such work, or prior settlement upon termination of this AGREEMENT, and as a condition precedent thereto, CONSULTANT shall execute and deliver to OC SAN a release of all payment claims against OC SAN arising under or by virtue of this AGREEMENT other

than such claims, if any, as may be specifically exempted by CONSULTANT from the operation of the release in stated amounts to be set forth therein.

- D. Pursuant to the California False Claims Act (Government Code sections 12650-12655), any CONSULTANT that knowingly submits a false claim to OC SAN for compensation under the terms of this Agreement may be held liable for treble damages and up to a \$10,000 civil penalty for each false claim submitted. This section shall also be binding on all Subconsultants.

A CONSULTANT or Subconsultant shall be deemed to have submitted a false claim when the CONSULTANT or Subconsultant: (a) knowingly presents or causes to be presented to an officer or employee of OC SAN a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by OC SAN; (c) conspires to defraud OC SAN by getting a false claim allowed or paid by OC SAN; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to OC SAN; or (e) is a beneficiary of an inadvertent submission of a false claim to OC SAN, and fails to disclose the false claim to OC SAN within a reasonable time after discovery of the false claim.

6. TERM

This AGREEMENT shall commence upon the effective date first written above, and shall continue in full force and effect through September 30, 2028, ("Initial Term") unless earlier terminated or extended as provided in the AGREEMENT.

OC SAN, at its sole discretion, may elect to extend the term of this AGREEMENT up to an additional twelve (12) months, commencing October 1, 2028, and continuing through September 30, 2029, ("Option Term 1"), and thereupon require CONSULTANT to continue to provide services, and otherwise perform, in accordance with **Attachment "A"**, entitled "Scope of Work" and **Attachment "A1"**, entitled "Rules of Engagement".

OC SAN, at its sole discretion, may elect to extend the term of this AGREEMENT up to an additional twelve (12) months, commencing October 1, 2029, and continuing through September 30, 2030, ("Option Term 2"), and thereupon require CONSULTANT to continue to provide services, and otherwise perform, in accordance with **Attachment "A"**, entitled "Scope of Work", and **Attachment "A1"**, entitled "Rules of Engagement".

OC SAN's election to extend the AGREEMENT beyond the Initial Term shall not diminish its right to terminate the AGREEMENT for OC SAN's convenience or CONSULTANT's default as provided elsewhere in this AGREEMENT. The maximum term of this AGREEMENT shall be from the effective date first written above through September 30, 2030, which period encompasses the Initial Term and two (2) Option Terms.

7. PREVAILING WAGES

- A. To the extent CONSULTANT intends to utilize employees who will perform work during the contract, as more specifically defined under Labor Code Section 1720, CONSULTANT shall be subject to prevailing wage requirements with respect to such employees.

8. CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION AND RECORD OF WAGES

- A. To the extent CONSULTANT's employees and/or Subconsultants who will perform work during the design and preconstruction phases of a construction contract for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, CONSULTANT and Subconsultants shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the work is subject to compliance monitoring and enforcement by the DIR.
- B. The CONSULTANT and Subconsultants shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code Section 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
- C. Pursuant to Labor Code Section 1776, the CONSULTANT and Subconsultants shall furnish a copy of all certified payroll records to OC SAN and/or general public upon request, provided the public request is made through OC SAN, the Division of Apprenticeship Standards or the Division of Labor Enforcement of the Department of Industrial Relations.
- D. The CONSULTANT and Subconsultants shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations Section 16461(e).

9. INDEPENDENT CONTRACTOR

The CONSULTANT and Subconsultants shall be independent contractors and not agents of OC SAN. Any provisions of this AGREEMENT that may appear to give OC SAN the right to direct the CONSULTANT concerning the details of performing the professional services, or to exercise any control over such performance, shall mean only that the CONSULTANT shall follow the direction of OC SAN concerning the end results of the performance.

10. DOCUMENT OWNERSHIP – CONSULTANT PERFORMANCE

- A. Ownership of Documents for the professional services performed.

All documents in all forms (electronic, paper, etc.), including, but not limited to, studies, sketches, drawings, computer printouts, disk files, and electronic copies prepared in connection with or related to the Scope of Work or professional services, shall be the property of OC SAN. OC SAN's ownership of these documents includes use of, reproduction or reuse of and all incidental rights, whether or not the work for which they were prepared has been performed. OC SAN ownership entitlement arises upon payment or any partial payment for work performed and includes ownership of any and all work product completed prior to that payment. This Section shall apply whether the CONSULTANT's professional services are terminated: a) by the completion of the Agreement, or

b) in accordance with other provisions of this Agreement. Notwithstanding any other provision of this paragraph or Agreement, the CONSULTANT shall have the right to make copies of all such plans, studies, sketches, drawings, computer printouts and disk files, and specifications.

- B. CONSULTANT shall not be responsible for damage caused by subsequent changes to or uses of the study or deliverable where the subsequent changes or uses are not authorized or approved by CONSULTANT, provided that the service rendered by CONSULTANT was not a proximate cause of the damage.

11. INSURANCE

A. General

- i. Insurance shall be issued and underwritten by insurance companies acceptable to OC SAN.
- ii. Insurers must have an "A-" Policyholder's Rating, or better, and Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best's Guide Rating. However, OC SAN will accept State Compensation Insurance Fund, for the required policy of Workers' Compensation Insurance subject to OC SAN's option to require a change in insurer in the event the State Fund financial rating is decreased below "B". Further, OC SAN will require CONSULTANT to substitute any insurer whose rating drops below the levels herein specified. Said substitution shall occur within twenty (20) days of written notice to CONSULTANT, by OC SAN or its agent.
- iii. Coverage shall be in effect prior to the commencement of any work under this Agreement.

B. General Liability

The CONSULTANT shall maintain during the life of this Agreement, including the period of warranty, commercial general liability insurance written on an occurrence basis providing the following minimum limits of liability coverage: One Million Dollars (\$1,000,000) per occurrence with Two Million Dollars (\$2,000,000) aggregate. If aggregate limits apply separately to this contract (as evidenced by submission of ISO form CG 25 03 or 25 04), then the aggregate limit may be equivalent to the per occurrence limit. Said insurance shall include coverage for the following hazards: premises-operations, blanket contractual liability (for this Agreement), products liability/completed operations (including any product manufactured or assembled), broad form property damage, blanket contractual liability, independent contractors liability, personal and advertising injury, mobile equipment, and cross liability and severability of interest clauses. A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement(s). If requested by OC SAN and applicable, XCU coverage (Explosion, Collapse and Underground) and Riggers/On Hook Liability must be included in the general liability policy and coverage must be reflected on the submitted certificate of insurance. Where permitted by law, CONSULTANT

hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against OC SAN, its or their officers, agents, or employees. In all its insurance coverages related to the work, CONSULTANT shall include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against OC SAN, its or their officers, agents, or employees. Where permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its Subconsultants of every tier. A waiver of subrogation shall be effective as to any individual or entity, even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium, directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

C. Umbrella Excess Liability

The minimum limits of general liability and automobile liability insurance required, as set forth herein, shall be provided for through either a single policy of primary insurance or a combination of policies of primary and umbrella excess coverage. Umbrella excess liability coverage shall be issued with limits of liability which, when combined with the primary insurance, will equal the minimum limits for general liability and automobile liability.

D. Automobile/Vehicle Liability Insurance

The CONSULTANT shall maintain a policy of automobile liability insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limit of liability coverage: combined single limit of One Million Dollars (\$1,000,000). A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement.

E. Drone Liability Insurance

If a drone will be used, drone liability insurance must be maintained by CONSULTANT in the amount of One Million Dollars (\$1,000,000) in a form acceptable by OC SAN.

F. Workers' Compensation Insurance

The CONSULTANT shall provide such workers' compensation insurance as required by the Labor Code of the State of California in the amount of the statutory limit, including employer's liability insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. Such workers' compensation insurance shall be endorsed to provide for a waiver of subrogation in favor of OC SAN. A statement on an insurance certificate will not be accepted in lieu of the actual endorsements unless the insurance carrier is State of California Insurance Fund and the identifier "SCIF" and endorsement numbers 2570 and 2065 are referenced on the certificate of insurance. If an exposure to Jones Act liability may exist, the insurance required herein shall include coverage for Jones Act

claims.

G. Errors and Omissions/Professional Liability

CONSULTANT shall maintain in full force and effect, throughout the term of this Agreement, standard industry form professional negligence errors and omissions insurance coverage in an amount of not less than Two Million Dollars (\$2,000,000) with limits in accordance with the provisions of this paragraph. If the policy of insurance is written on a "claims made" basis, said policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of five (5) years from the date of the completion of the services hereunder.

In the event of termination of said policy during this period, CONSULTANT shall obtain continuing insurance coverage for the prior acts or omissions of CONSULTANT during the course of performing services under the terms of this Agreement. Said coverage shall be evidenced by either a new policy evidencing no gap in coverage or by separate extended "tail" coverage with the present or new carrier.

In the event the present policy of insurance is written on an "occurrence" basis, said policy shall be continued in full force and effect during the term of this Agreement or until completion of the services provided for in this Agreement, whichever is later. In the event of termination of said policy during this period, new coverage shall be obtained for the required period to insure for the prior acts of CONSULTANT during the course of performing services under the terms of this Agreement.

CONSULTANT shall provide to OC SAN a certificate of insurance in a form acceptable to OC SAN indicating the deductible or self-retention amounts and the expiration date of said policy, and shall provide renewal certificates not less than ten (10) days prior to the expiration of each policy term.

H. Proof of Coverage

The CONSULTANT shall provide OC SAN with copies of its insurance certificates and amendatory endorsements affecting coverage. Confidential information may be redacted from said policies, provided that verification of coverage, name of carriers, and agent/broker may not be redacted. Said policies and endorsements shall conform to the requirements herein stated. All certificates and endorsements are to be received and approved by OC SAN before work commences. The following are approved forms that must be submitted as proof of coverage:

- Certificate of Insurance ACORD Form 25 or other equivalent certificate of insurance form

- Additional Insured (General Liability) The combination of (ISO Forms) CG 20 10 and CG 20 37

All other additional insured endorsements must be submitted for approval by OC SAN, and OC SAN may reject alternatives that provide different or less coverage to OC SAN.
- Additional Insured (Automobile Liability) Submit endorsement provided by carrier for OC SAN approval.
- Waiver of Subrogation Submit workers' compensation waiver of subrogation endorsement provided by carrier for OC SAN approval.
- Cancellation Notice No endorsement is required. However, CONSULTANT is responsible for notifying OC SAN of any pending or actual insurance policy cancellation, as described in Article I. Cancellation and Policy Change Notice, below.

I. Cancellation and Policy Change Notice

The CONSULTANT is required to notify OC SAN in writing of any insurance cancellation notice it receives or other knowledge of pending or actual insurance policy cancellation within two (2) working days of receipt of such notice or acquisition of such knowledge. Additionally, the CONSULTANT is required to notify OC SAN in writing of any material change in the terms of insurance, including reduction in coverage or increase in deductible/SIR, within two (2) working days of receipt of such notice or knowledge of same.

Said notices shall be mailed to OC SAN at:

ORANGE COUNTY SANITATION DISTRICT
18480 Bandilier Circle
Fountain Valley, CA 92708
Attention: Contracts, Purchasing & Materials Management Division

J. Primary Insurance

The general and automobile liability policies shall contain a "Primary and Non Contributory" clause. Any other insurance maintained by OC SAN shall be excess and not contributing with the insurance provided by CONSULTANT.

K. Separation of Insured

The general and automobile liability policies shall contain a "Separation of Insureds" clause.

L. Non-Limiting (if applicable)

Nothing in this document shall be construed as limiting in any way, nor shall it limit the indemnification provision contained in this Agreement, or the extent to which CONSULTANT may be held responsible for payment of damages to persons or property.

M. Deductibles and Self-Insured Retentions

Any deductible and/or self-insured retention must be declared to OC SAN on the certificate of insurance. All deductibles and/or self-insured retentions require approval by OC SAN.

N. Defense Costs

The general and automobile liability policies shall have a provision that defense costs for all insureds and additional insureds are paid in addition to and do not deplete any policy limits.

O. Subconsultants

The CONSULTANT shall be responsible to establish insurance requirements for any Subconsultant hired by the CONSULTANT. The insurance shall be in amounts and types reasonably sufficient to deal with the risk of loss involving the Subconsultant's operations and work.

12. SCOPE CHANGES

In the event of a change in the Scope of Work, Key Personnel, hourly rates, or other terms in the AGREEMENT, as requested by OC SAN, the Parties hereto shall execute an Amendment to this AGREEMENT setting forth with particularity all terms of the new AGREEMENT. CONSULTANT's compensation for additional services authorized and performed in accordance with this AGREEMENT shall be agreed to by OC SAN and CONSULTANT in writing prior to the time that the additional services are authorized. CONSULTANT hereby agrees to use any and all procedures, programs, and systems required by OC SAN to process and execute such Amendment(s), including, but not limited to, computer programs and systems.

13. PROJECT TEAM AND SUBCONSULTANTS

Neither this AGREEMENT nor any interest herein nor claim hereunder may be assigned by CONSULTANT either voluntarily or by operation of law, nor may all or any part of the AGREEMENT be subcontracted by CONSULTANT, without the prior written consent of OC SAN. Consent by OC SAN shall not be deemed to relieve CONSULTANT of its obligation to comply fully with all terms and conditions of this AGREEMENT.

CONSULTANT shall provide to OC SAN, prior to execution of this Agreement, the names and full description of all Subconsultants and CONSULTANT's project team members anticipated to be used on this Project under this Agreement by CONSULTANT. CONSULTANT shall include a description of the work and services to

be done by each Subconsultant and each of CONSULTANT's Project team member. CONSULTANT shall include the respective compensation amounts for CONSULTANT and each Subconsultant, broken down as indicated in Section 2- COMPENSATION.

There shall be no substitution of the listed Subconsultants and CONSULTANT's project team members without prior written approval by OC SAN.

14. ENGINEERING REGISTRATION

The CONSULTANT's personnel and Subconsultants are comprised of registered engineers and a staff of specialists and draftsmen in each department. The firm itself is not a registered engineer but represents and agrees that wherever, in the performance of this Agreement, the services of a registered engineer is required, such services hereunder will be performed under the direct supervision of registered engineers who are registered in California.

15. AUDIT PROVISIONS

- A. OC SAN retains the reasonable right to access, review, examine, and audit, any and all books, records, documents, and any other evidence of procedures and practices that OC SAN determines are necessary to discover and verify that the CONSULTANT is in compliance with all requirements under this Agreement. The CONSULTANT shall include OC SAN's right as described above, in any and all of their subcontracts, and shall ensure that these rights are binding upon all Subconsultants.
- B. OC SAN retains the right to examine CONSULTANT's books, records, documents and any other evidence of procedures and practices that OC SAN determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred or to ensure CONSULTANT's compliance with all requirements under this Agreement during the term of this Agreement and for a period of three (3) years after its termination.
- C. CONSULTANT shall maintain complete and accurate records in accordance with generally accepted industry standard practices and OC SAN's policy. The CONSULTANT shall make available to OC SAN for review and audit, all project related accounting records and documents, and any other financial data within 15 days after receipt of notice from OC SAN. Upon OC SAN's request, the CONSULTANT shall submit exact duplicates of originals of all requested records to OC SAN. If an audit is performed, CONSULTANT shall ensure that a qualified employee of the CONSULTANT will be available to assist OC SAN's auditor in obtaining all Project related accounting records and documents, and any other financial data.

16. LEGAL RELATIONSHIP BETWEEN PARTIES

The legal relationship between the parties hereto is that of an independent contractor and nothing herein shall be deemed to transform CONSULTANT, its staff, independent contractors, or Subconsultants into employees of OC SAN. CONSULTANT'S staff performing services under the Agreement shall at all times be employees and/or

independent contractors of CONSULTANT. CONSULTANT shall monitor and control its staff and pay wages, salaries, and other amounts due directly to its staff in connection with the Agreement. CONSULTANT shall be responsible for hiring, review, and termination of its staff and shall be accountable for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

17. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

ORANGE COUNTY SANITATION DISTRICT
18480 Bandilier Circle
Fountain Valley, CA 92708
Attention: Diane Marzano, Senior Contracts Administrator
Copy: Andrew Brown, Project Manager

CONSULTANT:

HDR ENGINEERING, INC.
3220 El Camino Real, Suite 200
Irvine, CA 92602
Attention: Nina Delu, Project Manager

All communication regarding the Scope of Work, will be addressed to the Project Manager. Direction from other OC SAN staff must be approved in writing by OC SAN's Project Manager prior to action from the CONSULTANT.

18. TERMINATION

OC SAN may terminate this Agreement at any time, without cause, upon giving thirty (30) days written notice to CONSULTANT. OC SAN may also terminate this Agreement for cause but only after providing CONSULTANT written notice of the breach and a period of ten (10) days to cure. In the event of such termination, CONSULTANT shall be entitled to compensation for work performed on a prorated basis through and including the effective date of termination.

CONSULTANT shall be permitted to terminate this Agreement upon thirty (30) days written notice only if CONSULTANT is not compensated for billed amounts in accordance with the provisions of this Agreement, when the same are due.

Notice of termination shall be mailed to OC SAN at the address listed in Section 17 - NOTICES.

19. DOCUMENTS AND STUDY MATERIALS

The documents and study materials for this Project shall become the property of OC SAN upon the termination or completion of the work. CONSULTANT agrees to furnish to OC SAN copies of all memoranda, correspondence, electronic materials, computation and study materials in its files pertaining to the work described in this Agreement, which is requested in writing by OC SAN.

20. COMPLIANCE

A. Labor

CONSULTANT certifies by the execution of this Agreement that it pays employees not less than the minimum wage as defined by law, and that it does not discriminate in its employment with regard to race, color, religion, sex or national origin; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

B. Air Pollution

CONSULTANT and its subconsultants and subcontractors shall comply with all applicable federal, state and local air pollution control laws and regulations.

C. Iran Contracting Act

CONSULTANT and its subconsultants and subcontractors shall comply with the Iran Contracting Act of 2010 (Public Contract Code sections 2200-2208).

D. California Air Resources Board Mobile Source Regulations

CONSULTANT and its subconsultants and subcontractors shall comply with the following California Air Resources Board Mobile Source Regulations:

- Advanced Clean Fleet (ACF): 13 CCR 2013-2013.4; 13 CCR 2015-2015.6
- Truck & Bus Regulation (T&B): 13 CCR 2025
- Clean Truck Check (CTC): 13 CCR 2195-2199.1
- Off-Road Diesel Amendments (ORD): 13 CCR 2449-2449.2

E. California Voluntary Protection Program Annual Reporting Requirement

If CONSULTANT will potentially work 1,000 combined hours in a quarter, for the term of the Agreement, CONSULTANT shall provide an annual report detailing its safety and health information, including, but not limited to, its total number of employees, work hours, number of injuries and illnesses, and number of injury and illness cases involving days away from work, restricted work activity and/or job transfer. CONSULTANT shall furnish this report to OC SAN no later than January 20th each calendar year.

Failure to provide this data by the required due date may result in suspension of CONSULTANT's services with OC SAN. Any delay arising out of or resulting from such suspension shall be CONSULTANT's sole responsibility and considered CONSULTANT caused delay, which shall not be compensable by OC SAN.

21. AGREEMENT EXECUTION AUTHORIZATION

Both OC SAN and CONSULTANT do covenant that each individual executing this document by and on behalf of each Party is a person duly authorized to execute this Agreement for that Party.

22. DISPUTE RESOLUTION

In the event of a dispute arising between the parties regarding performance or interpretation of this Agreement, the dispute shall be resolved by binding arbitration under the auspices of the Judicial Arbitration and Mediation Service ("JAMS"), or similar organization or entity conducting alternate dispute resolution services.

23. ATTORNEY'S FEES, COSTS AND NECESSARY DISBURSEMENTS

If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which he may be entitled.

24. WARRANTY

CONSULTANT shall perform its services in accordance with generally accepted industry and professional standards. If, within the 12-month period following completion of its services, OC SAN informs CONSULTANT that any part of the services fails to meet those standards, CONSULTANT shall, within the time prescribed by OC SAN, take all such actions as are necessary to correct or complete the noted deficiency(ies).

25. INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend (at CONSULTANT's sole cost and expense and with legal counsel approved by OC SAN, which approval shall not be unreasonably withheld), protect and hold harmless OC SAN and all of OC SAN's officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all claims, damages, liabilities, causes of action, suits, arbitration awards, losses, judgments, fines, penalties, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional, expert or CONSULTANT's fees and costs and OC SAN's general and administrative expenses; individually, a "Claim"; collectively, "Claims") which may arise from or are in any manner related, directly or indirectly, to any work performed, or any operations, activities, or services provided by CONSULTANT in carrying out its obligations under this Agreement to the extent of the negligent, recklessness and/or willful misconduct of CONSULTANT, its principals, officers, agents, employees, CONSULTANT's suppliers, CONSULTANT's Subconsultants, CONSULTANT's subcontractors, and/or anyone employed directly or indirectly by any of

them, regardless of any contributing negligence or strict liability of an Indemnified Party. Notwithstanding the foregoing, nothing herein shall be construed to require CONSULTANT to indemnify the Indemnified Parties from any Claim arising solely from:

- (A) the active negligence or willful misconduct of the Indemnified Parties; or
- (B) a natural disaster or other act of God, such as an earthquake; or
- (C) the independent action of a third party who is neither one of the Indemnified Parties nor the CONSULTANT, nor its principal, officer, agent, employee, nor CONSULTANT's supplier, CONSULTANT, Subconsultant, subcontractor, nor anyone employed directly or indirectly by any of them.

Exceptions (A) through (B) above shall not apply, and CONSULTANT shall, to the fullest extent permitted by law, indemnify the Indemnified Parties, from Claims arising from more than one cause if any such cause taken alone would otherwise result in the obligation to indemnify hereunder.

CONSULTANT's liability for indemnification hereunder is in addition to any liability CONSULTANT may have to OC SAN for a breach by CONSULTANT of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit CONSULTANT's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

26. DUTY TO DEFEND

The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend shall exist regardless of any ultimate liability of CONSULTANT and shall be consistent with Civil Code section 2782.8. Such defense obligation shall arise immediately upon presentation of a Claim by any person if, without regard to the merit of the Claim, such Claim could potentially result in an obligation to indemnify one or more Indemnified Parties, and upon written notice of such Claim being provided to CONSULTANT. Payment to CONSULTANT by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party shall not be a condition precedent to enforcing such Indemnified Party's rights to indemnification hereunder. In the event a final judgment, arbitration, award, order, settlement, or other final resolution expressly determines that the claim did not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, to any extent, then OC SAN will reimburse CONSULTANT for the reasonable costs of defending the Indemnified Parties against such claims.

CONSULTANT's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until such time as action against the Indemnified Parties for such matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

27. COMPLIANCE WITH OC SAN POLICIES AND PROCEDURES

CONSULTANT shall comply with all OC SAN policies and procedures, including, but not limited to, the Contractor Safety Standards, as applicable, and Human Resources Policies, all as may be amended from time to time.

28. CLOSEOUT

When OC SAN determines that all work authorized under the Agreement is fully complete and that OC SAN requires no further work from CONSULTANT, or the Agreement is otherwise terminated or expires in accordance with the terms of the Agreement, OC SAN shall give the CONSULTANT written notice that the Agreement will be closed out. CONSULTANT shall submit all outstanding billings, work submittals, deliverables, reports or similarly related documents as required under the Agreement within thirty (30) days of receipt of notice of Agreement closeout.

Upon receipt of CONSULTANT's submittals, OC SAN shall commence a closeout audit of the Agreement and will either:

- i. Give the CONSULTANT a final Agreement Acceptance: or
- ii. Advise the CONSULTANT in writing of any outstanding item or items which must be furnished, completed, or corrected at the CONSULTANT's cost.

CONSULTANT shall be required to provide adequate resources to fully support any administrative closeout efforts identified in the Agreement. Such support must be provided within the timeframe requested by OC SAN.

Notwithstanding the final Agreement acceptance, the CONSULTANT will not be relieved of its obligations hereunder, nor will the CONSULTANT be relieved of its obligations to complete any portions of the work, the non-completion of which were not disclosed to OC SAN (regardless of whether such nondisclosures were fraudulent, negligent, or otherwise), and the CONSULTANT shall remain obligated under all those provisions of the Agreement which expressly or by their nature extend beyond and survive final Agreement Acceptance.

Any failure by OC SAN to reject the work or to reject the CONSULTANT's request for final Agreement Acceptance as set forth above shall not be deemed to be acceptance of the work by OC SAN for any purpose nor imply acceptance of, or Agreement with, the CONSULTANT's request for final Agreement Acceptance.

29. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the Parties and supersedes all previous negotiations between them pertaining to the subject matter thereof.

IN WITNESS WHEREOF, this Agreement has been executed in the name of OC SAN and CONSULTANT by their respective duly authorized officers as of the day and year first written above.

CONSULTANT: HDR ENGINEERING, INC.

By _____ Date _____

Printed Name & Title

ORANGE COUNTY SANITATION DISTRICT

By _____ Date _____
Ryan P. Gallagher
Board Chairman

By _____ Date _____
Kelly A. Lore
Clerk of the Board

By _____ Date _____
Kevin Work
Purchasing & Contracts Manager

Attachments: Attachment "A" – Scope of Work
Attachment "A1" – Rules of Engagement
Attachment "B" – Not Used
Attachment "C" – Not Attached
Attachment "D" – Allowable Direct Costs
Attachment "E" – Fee Proposal
Attachment "F" – Not Used
Attachment "G" – Not Attached
Attachment "H" – Not Used
Attachment "I" – Not Used
Attachment "J" – Not Attached
Attachment "K" – Not Used
Attachment "L" – Contractor Safety Standards

Attachment "M" – Not Attached
Attachment "N" – Not Attached
Attachment "O" – Not Attached
Attachment "P" – Human Resources Policies

DM:tk

DRAFT

ATTACHMENT “A”

SCOPE OF WORK

CEQA SUPPORT SERVICES

SCOPE OF WORK

I. SUMMARY

Orange County Sanitation District (OC SAN) is a special district responsible for wastewater conveyance and treatment for metropolitan Orange County, California. It has been in existence since 1954 and is the third largest wastewater treatment agency west of the Mississippi River. OC SAN is soliciting proposals to provide California Environmental Quality Act (CEQA) support services such as the recommendation and implementation of mitigation measures, provision of staff training, and preparation of recommendations for various projects that range from small repairs to large capital improvements.

II. BACKGROUND

OC SAN executes a Capital Improvement Program (CIP) which includes many projects which require mitigation measures under CEQA. This Agreement is intended to provide guidance and support to implement those mitigation measures and to provide general CEQA expertise for the various tasks defined in this scope of work.

III. PROFESSIONAL SERVICES REQUIRED

OC SAN is seeking proposals from qualified firms demonstrating their expertise and experience with CEQA services including but not limited to: implementation of cultural, biological, archaeological, and paleontological mitigation measures; providing construction inspector training in relation to cultural, biological, archaeological and paleontological mitigation measures; reviewing, interpreting, and making recommendations related to CEQA throughout the entire project lifecycle; and other related services.

CEQA support activities include, but are not limited to, the following:

- Providing expertise, support, and personnel for the implementation and execution of requisite construction project mitigation measures.
- Providing CEQA and Mitigation Monitoring and Reporting Program (MMRP) training to OC SAN staff and oversight through the construction project duration when applicable.
- Providing auditing services including reviewing mitigation measures planned and/or implemented for construction projects.

The mechanisms for requesting, reviewing, authorizing, and terminating services under this Agreement are documented in **Attachment “A1” – Rules of Engagement**. As described in that attachment, work assignments will fall into one of the following types: ***Task Directives*** and ***Project Role Assignments***.

IV. LOGISTICS AND CONTRACT MANAGEMENT

Point of Contact/Supervision

CONSULTANT shall designate an individual as the single point of contact to direct efforts in fulfilling contracted obligations under this Agreement. The selected designee shall be responsible for the direct supervision of assigned staff, including such activities as work schedules, quality of work performed, technical oversight, etc. The selected designee shall not be changed without prior written notification to the OC SAN representative.

CONSULTANT is responsible for supervision of its entire staff, including the requirements defined in **Attachment “A1”** – Rules of Engagement.

OC SAN Project Document Management

CONSULTANT’s staff assigned to work on OC SAN projects shall save project related deliverables, documents and/or records in OC SAN accessible locations (i.e., OC SAN SharePoint servers and/or OC SAN licensed cloud-based applications such as Bluebeam, PMWeb or One Drive) as applicable to the project assignment to comply with Public Records Act requirements. Accessibility to these locations shall be provided by OC SAN.

Personal Protective Equipment

CONSULTANT staff assigned to OC SAN facilities may be exposed to known plant process and work hazards and therefore will be required to have appropriate Personal Protective Equipment (PPE) such as: eye and face protection (safety glasses), head protection (hard hat), hand protection (gloves), foot protection (safety toed shoes), high visibility clothing (Class 3 vests), hearing protection, personal gas monitor (4 gas), fall protection (harness and lanyard) and other forms of PPE. CONSULTANT shall provide all equipment and training necessary to comply with OC SAN safety policies. Refer to **Attachment “L”** – Contractor Safety Standards.

Time Tracking & Invoicing

CONSULTANT shall submit invoices, including cost and hours, on a monthly basis. Invoice shall be submitted no later than the 15th of each month. OC SAN maintains a project controls system containing detailed cost and hours information for all Engineering Projects. The format for reporting hours shall be in an importable format, such as Microsoft Excel, and contain, at a minimum, the following items:

Column	Description
Project Number	OC SAN will provide a list of project numbers. These numbers are subject to change as new projects are added and existing projects are completed.

Work Package Number	OC SAN will provide a list of work package numbers. The work package numbers are subject to change as a project transitions from one phase to the next.
Employee ID	Each employee included in the hours report must contain a unique identification number.
Employee Name	Employee name.
Work Date	The week ending date when work was performed.
Hours by Week	The total number of hours worked for the week. In addition, it may be necessary to report overtime hours which will require a separate report.
Total Burdened Cost	The total burdened cost shall include actual salary, fringe costs, overhead, and profit by person.

Work Quality

CONSULTANT shall be responsible for the professional quality and technical competence of assigned staff supplied to OC SAN. Additionally, the firm shall be responsible for the coordination of all efforts and other services furnished under the Agreement.

Management of Resource Assignments

OC SAN will maintain a cloud-based workflow tool to request, review, authorize, and close resource assignments. That workflow tool is currently PMWeb. CONSULTANT's Point of Contact will be required to utilize this tool to track all requests through their life cycles. OC SAN will use this workflow tool to verify that any invoiced costs have been duly approved through the workflow tool.