

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT, (hereinafter referred to as "Agreement"), is made and entered into to be effective the «EffectiveDate» day of «EffectiveMonth», 2026, by and between the ORANGE COUNTY SANITATION DISTRICT, (hereinafter referred to as "OC SAN"), and Jacobs Project Management Co., (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 **Supplemental Engineering Services, PSA2026-001**, 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, OC SAN shall manage selection of a Consultant for Task Order(s) when requested after award of this Agreement based on the most appropriate qualifications and fit; and

WHEREAS, at its regular meeting on «BoardMeetingDate», 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", and 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.

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CONSULTANT's services are performed.

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

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 «Grand Total Written Amount» Dollars (\$«Grand Total Amount») (“Total Compensation”) during the term of the Agreement.

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 as set forth in Attachment “E” (attached hereto and incorporated herein by reference). 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. 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

- i. “Field Office Staff” are defined as project-assigned staff by CONSULTANT, working at OC SAN’s facilities for a project-assigned period exceeding ninety (90) continuous calendar days. The overhead rates for Field Office Staff are included in **Attachment “E”**.
- ii. “Home Office Staff” are defined as staff assigned by CONSULTANT, supporting the project-assigned work, either by working at CONSULTANT’s or Subconsultant’s offices or at OC SAN’s site for periods less than ninety (90) continuous calendar days. The overhead rates for Home Office Staff are included in **Attachment “E”**.

D. Profit

Profit for CONSULTANT and Subconsultants shall be five percent (5%). 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. 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 (attached hereto and incorporated herein by reference). 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>.

Reimbursement. 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.

Returns. 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. 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.

Actual Costs. 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 per diem for Field Office Staff nor will it pay for any relocation of staff to be assigned under this Agreement.

G. Limitation of Costs

If, at any time, CONSULTANT estimates the cost of performing the services described in CONSULTANT's Task Authorizations will exceed seventy-five percent (75%) of the not-to-exceed amount of the Task Authorization, 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 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. 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 16 Audit Provisions.
- B. Upon receipt of a properly prepared invoice, as described above, payment shall be made by OC SAN to CONSULTANT within thirty (30) calendar days.
- 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 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.

5. TERM

This Agreement shall commence upon the effective date first written above, and shall continue in full force and effect through «Date», (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 «Date», and continuing through «Date», (Option Term 1), and thereupon require CONSULTANT to continue to provide services, and otherwise perform, in accordance with **Attachment “A”** and **Attachment “A1”**.

OC SAN, at its sole discretion, may elect to extend the term of this Agreement up to an additional twelve (12) months, commencing «Date», and continuing through «Date», (Option Term 2), and thereupon require CONSULTANT to continue to provide services, and otherwise perform, in accordance with **Attachment “A”** and **Attachment “A1”**.

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 «Date», which period encompasses the Initial Term and two (2) Option Terms.

6. PREVAILING WAGES

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

7. 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).

8. CONFLICT OF INTEREST CODE

OC SAN may designate some or all of the individuals performing services under the Agreement as “designated positions” subject to OC SAN’s Conflict of Interest Code. CONSULTANT employees or Subconsultants acting in these designated positions must comply with certain requirements under the Political Reform Act. CONSULTANT employees or Subconsultants acting in these designated positions must file an annual report identifying some or all of their financial interests such as sources of income, sources of gifts received from special sources of income and sources of gifts. Currently the limit is \$630 per year from any one source. CONSULTANT and all its employees, staff, or personnel assigned to an OC SAN designated position shall comply with the Political Reform Act and related reporting requirements and gift limitation.

9. INDEPENDENT CONTRACTOR

The CONSULTANT and Subconsultants shall be independent contractors and not agents or employees 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. OC SAN acknowledges that documents prepared through professional services must be revised and sealed by a professional engineer prior to their reuse on another project. OC SAN acknowledges that it assumes all risk associated with reuse of such documents, which are not undertaken by CONSULTANT.

- 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

Insurance shall be issued and underwritten by insurance companies acceptable to OC SAN based on the following requirements:

- i. 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.
- ii. 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: Two Million Dollars (\$2,000,000) per occurrence with Four Million Dollars (\$4,000,000) general aggregate. If aggregate limits apply separately to this Agreement (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, contractual liability coverage applicable to the liabilities assumed under this Agreement, products liability/completed operations (including any product manufactured or assembled), broad form property damage, contractual liability coverage applicable to the liabilities assumed under this Agreement, independent

contractors liability, personal and advertising injury, mobile equipment, owners and contractors protective liability, 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) 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, and any other consultant, contractor, or subcontractor performing work or rendering services on behalf of OC SAN in connection with the planning, development, and construction of the project. In all insurance coverages related to the work, CONSULTANT shall cause its insurers to waive rights of subrogation against OC SAN and its officers, employees, and agents with respect to claims arising out of CONSULTANT's performance of the work. 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. 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.

D. 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.

E. 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) each accident, One Million Dollars (\$1,000,000) disease each employee, and One Million Dollars (\$1,000,000) disease policy limit. 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.

F. Errors and Omissions/Professional Liability

CONSULTANT shall maintain in full force and effect, throughout the term of this Agreement, standard industry form professional liability / errors and omissions insurance coverage with coverage limits of not less than Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) aggregate 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 or omissions 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.

G. 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) written by an insurer authorized to do business in California and having a current A.M. Best rating of not less than A-:VII, or otherwise acceptable to OC SAN. Coverage shall specifically include commercial UAS/drone operations and shall be maintained in a form acceptable by OC SAN.

H. Proof of Coverage

The CONSULTANT shall furnish OC SAN with original certificates and amendatory endorsements effecting coverage. 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. Upon request, CONSULTANT shall provide certified copies of applicable insurance policies and endorsements evidencing the coverage required under this Agreement, subject to redaction of confidential or proprietary information not relevant to such coverage. 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 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. At the option of OC SAN, either: the insurer shall reduce or eliminate such deductible or self-insured retention as respects OC SAN; or the CONSULTANT shall provide a financial guarantee satisfactory to OC SAN guaranteeing payment of losses and related investigations, claim administration and defense expenses.

N. Defense Costs

The general and automobile liability policies shall have a provision that reasonable 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.

P. Limits Are Minimums

The insurance limits specified in this Agreement are minimum requirements only and shall not limit the liability of the CONSULTANT. If a claim or incident arising out of the CONSULTANT's performance under this Agreement exceeds the minimum required insurance limits, CONSULTANT shall remain fully responsible for all amounts in excess of such minimum required limits, up to the full extent of CONSULTANT's liability under this Agreement.

12. KEY POSITIONS

CONSULTANT shall notify OC SAN in advance changes to any key CONSULTANT employees or Subconsultants performing services under this Agreement. Positions considered to be Key Positions are Point of Contact, and any field office staff working under the Agreement. Should a CONSULTANT employee or Subconsultant within one of these categories 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.

13. SCOPE CHANGES

In the event of a change in the Scope of Work or a change in Key Personnel or change in hourly rates 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 the Parties 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.

14. 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 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 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 team members without prior written approval by OC SAN.

15. 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.

16. 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 accounting records and documents, and any other financial data related to this Agreement.

17. 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, as described in Attachment "A1" – Rules of Engagement. 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.

18. 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.

Notices shall be mailed to OC SAN at:

ORANGE COUNTY SANITATION DISTRICT
18480 Bandilier Circle
Fountain Valley, CA 92708
Attention: Diane Marzano, Principal Contracts Administrator
Copy: Martin Dix, Engineering Manager

Notices shall be mailed to CONSULTANT at:

JACOBS PROJECT MANAGEMENT CO.
2600 Michelson Drive, Suite 500
Irvine, CA 92612
Attention: Anni Larkins

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

19. TERMINATION

OC SAN may terminate this Agreement at any time, without cause, upon giving thirty (30) days written notice to CONSULTANT. 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 18 - NOTICES.

20. 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.

21. 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.

22. AGREEMENT EXECUTION AUTHORIZATION

Both Parties 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.

23. 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.

24. 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.

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, consultants, 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, consultants, Subconsultants, 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.

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.

CONSULTANT is indemnified in OC SAN's standard construction contracts. This

indemnification is in the General Conditions which are attached to OC SAN's standard construction contracts when these contracts are issued.

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. PROHIBITION

During the term of this Agreement, CONSULTANT and its Subconsultants may not propose on any engineering or construction-related projects advertised by or on behalf of OC SAN if such work presents actual or perceived conflict of interest with CONSULTANT's assignments with OC SAN.

CONSULTANT and its Subconsultants shall promptly disclose to OC SAN when such conflict exists prior to participating in any work as advertised by OC SAN or on its behalf.

CONSULTANT and its Subconsultants acknowledge and agree that OC SAN's determination regarding such conflicts that may impact CONSULTANT's and its Subconsultants' ability to propose on the work as described herein shall be final and cannot be appealed.

30. 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: JACOBS PROJECT MANAGEMENT CO.

By _____ Date _____

Printed Name & Title

ORANGE COUNTY SANITATION DISTRICT

By _____ Date _____
Christine Marick
Board Vice-Chairwoman

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:ms

DRAFT

ATTACHMENT A

SCOPE OF WORK

ATTACHMENT "A"

SCOPE OF WORK

I. SUMMARY

The Orange County Sanitation District (OC SAN) is a special district responsible for wastewater conveyance and treatment for Northern and Central Orange County, California. OC SAN is a public agency that operates one of the largest wastewater facilities in the United States of America. OC SAN is soliciting Proposals to provide Supplemental Engineering Services to support its engineering projects, which includes large and small capital projects and operationally funded repair projects.

II. BACKGROUND

OC SAN has budgeted for a 10-year \$3.6 billion capital improvement program, the vast majority of which is managed by the Engineering Department. OC SAN also has an active asset management program which includes many repair projects that, due to their complexity, are managed by its Engineering Department.

III. PROFESSIONAL SERVICES REQUIRED

The following descriptions cover the types of professional services OC SAN will require under this Agreement. OC SAN will determine when specific services are required. 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 Authorizations. Task Authorizations have formal Scope of Work and the CONSULTANT submits a proposal with a fee.
- Task Directives. Task Directives are typically smaller than Task Authorizations where OC SAN provides a scope and a not-to-exceed fee amount that will be negotiated with the CONSULTANT.
- Program Role Assignments. In Program Role Assignments, the CONSULTANT shall provide an appropriately qualified and experienced professional to fulfill the project role on a portfolio of projects.

OC SAN will authorize specific tasks to be completed by the CONSULTANT and will require the CONSULTANT to provide staff to fill designated roles on specific projects or within the Engineering Program, as described in **Attachment "A1"** – Rules of Engagement.

IV. ENGINEERING DEPARTMENT ROLES AND RESPONSIBILITIES

Architecture

Design and oversee design by CONSULTANT's of new building and tenant improvement projects. Work with City Building/Planning Departments, Fire Departments, and other regulatory agencies as a liaison on behalf of OC SAN to confirm projects comply with permitting and code requirements.

Prepare more complex plan clarifications and changes in response to Contractor's request for information during construction and verify that facilities constructed meet design specifications and regulatory requirements.

Engineering - Construction Management

Construction management activities include the following:

- Perform a variety of work functions supporting the design and construction of wastewater treatment and collection systems.
- Review construction documents including plans and specifications; interpret plans and specifications for construction work performed by OC SAN's Contractors; review submittals for material and equipment conformance to design specifications and plans; ensure contractual compliance with plans, specifications, codes, and safety requirements; verify that materials being incorporated into project are per specification and with approved construction practices; and coordinate equipment isolations, shutdowns, and equipment and process tie-ins.
- Prepare progress payments to the Contractor.
- Perform analysis of change orders; negotiate fair and reasonable costs for change orders; and prepare change order documentation.
- Oversee the start-up of facilities and schedule staff training.
- Provide technical assistance and support to engineers and project managers.
- Prepare a variety of administrative and technical memos, letters, and correspondence.
- Perform constructability reviews.
- Maintain comprehensive contractual records and periodically monitor progress of all goods and service agreements from inception through completion to enforce milestones, deliverables, and post-contract warranties.

Engineering - Civil / Mechanical

Prepare CONSULTANT Scope of Work. Review proposals and assist OC SAN in the CONSULTANTS' selection process.

Design or oversee design by CONSULTANT's of sanitary sewers, sewer rehabilitation, mechanical piping systems, wastewater treatment systems, reclaimed water systems, lift stations, etc. including calculations. Lead design reviews to perform a comprehensive multi-discipline design review on assigned projects. Prepare detailed drawings, technical specifications, and calculations for in-house designs on small projects.

Respond to engineering bid questions and addenda. Perform construction support services, respond to Contractor's request for information, review construction submittals and verify that equipment meets design specifications, prepare design changes, review Contractor's requested design changes, and support startup and commissioning.

Engineering - Electrical

Provide electrical engineering services including design, design review, interdisciplinary review of design documents, and construction support service for collections and wastewater treatment plant facilities. Design and oversee design by CONSULTANT's for medium voltage and low voltage electrical distribution systems including switchgear, motor control centers and standby power. Design includes single line diagrams, elementary diagrams, motor control schematics, short circuit calculations, protective device coordination studies, raceway/wire design, and hazardous area classification.

Perform construction support services, respond to Contractor's request for information, review construction submittals and verify that equipment meets design specifications, prepare design changes, review Contractor's requested design changes, review InterNational Electrical Testing Association (NETA) test results, and perform electrical system startup and commissioning for standby power and low and medium-voltage systems.

Perform short circuit calculations and protective device coordination studies utilizing Electrical Transient Analyzer Program (ETAP) software.

Engineering - Instrumentation and Control

Provide instrumentation and control engineering services including design, design review, interdisciplinary review of design documents, construction support service, and commissioning support for collections and wastewater treatment plant control systems. Design and oversee design by CONSULTANT's for process and instrumentation diagrams, control strategies, control system network diagrams, control system input/output lists, control panel drawings, and commissioning procedures.

Perform construction support services, respond to Contractor's request for information, review construction submittals and verify that equipment meets design specifications, prepare design changes, review Contractor's requested design changes, and support startup and commissioning.

Engineering - Commissioning Coordinator

Provide technical leadership and management of the development of commissioning procedures during design; review the proposed construction sequencing and commissioning packages established during design; review finalized commissioning procedures during construction; work closely and coordinate with the Contractor's commissioning coordinator; provide oversight of the Contractor's commissioning and start-up process and coordinate startups with operations and maintenance; coordinate OC SAN's inspection, control system programming, and engineering resources to support the Contractor's commissioning process; track outstanding commissioning items and support their resolution and work closely with the Resident Engineer to provide commissioning status and notification of any issues or concerns. The commissioning coordinator shall have knowledge in electrical, instrumentation, control systems, and process control.

Engineering - Structural

Provide structural analysis as needed to recommend structural improvements to existing facilities, analyze structural failures, and recommend repairs.

Design and oversee design by CONSULTANT's of structural systems for collections and wastewater facilities. Review proposals, technical memoranda, and designs prepared by others and prepare engineering analysis. Prepare detailed drawings, technical specifications, and calculations for in-house designs on small projects.

Perform construction support services, respond to Contractor's requests for information, review construction submittals and verify that equipment meets design specifications and regulatory requirements, prepare more complex structural engineering design changes during construction and review Contractor's requested design changes.

Inspection

Various disciplines may need continuous construction inspection including Civil, Structural, Pipeline, Mechanical, Electrical, and Instrumentation for rehabilitation and replacement of collections and wastewater treatment plant facilities.

Inspection activities include the following:

- Provide construction inspection for plant and collection facilities construction work performed by Contractors to confirm contractual compliance with plans, specifications, codes, regulations, and OC SAN's safety standards.
- Prepare a variety of reports and documentation.
- Review construction documents including plans and specifications.
- Review construction submittals.
- Inspect plant and collection facilities construction work performed by Contractors.

- Verify that materials being incorporated into project are per specification and with approved construction practices.
- Coordinate equipment and process isolations, shutdowns, and tie-ins.
- Assist safety representatives with job hazard analysis.
- Observe Contractors work safety environment and compliance with OC SAN's safety standards, Cal/OSHA, regulations, and traffic control requirements and work with Contractor to establish and maintain a safe construction project for employees, customers, and the public.
- Document and follow-up on actions regarding safety, traffic control plans, and working practices.
- Assist in the maintenance of accurate as-built contract drawings.
- Verify Contractor as-built drawings are maintained and correct.
- Assist Resident Engineers on requests for information, field change orders, plan clarifications, and plan changes.
- Review and approve final drawings for the preparation of record drawings.
- Prepare and maintain necessary construction inspection records and reports as a means of formal documentation including daily inspection reports, photo-logs, field test results, force account reports, extra work requests, project submittal files, and individual project logs.
- Assist Resident Engineer in reviewing the Contractor's monthly progress invoices.
- Attend construction meetings.
- Participate in commissioning.
- Perform field walks and develop punch lists.
- Work with Contractors, regulatory agencies, utilities, city officials, and the general public throughout the construction project to coordinate work to be accomplished and ensure the project is completed successfully with minimum impact on the public or OC SAN facilities.

Project Management

Project management functions for major capital projects include developing schedules, cost estimates, and staffing requirements; assembling and leading project teams; planning, directing, and coordinating activities of projects to confirm that goals and objectives of projects are accomplished on schedule and within prescribed budget; inspecting quality and quantity of work; managing the selection of outside CONSULTANT's; and preparing and presenting reports and other necessary correspondence on assigned projects.

Manage a project or group of projects through all six phases of the Engineering Project Life Cycle including project development, preliminary design, design, construction and installation, commissioning, and closeout.

Manage, direct, and coordinate activities of the project team to confirm the project progresses on schedule within prescribed budget and with acceptable quality. Confer with project team to provide technical advice and resolve problems and conduct project team meetings to confirm adequate communication of project status.

Perform periodic review of assigned work to confirm that the work is satisfactory and is completed according to plan.

Interface with senior management, peers, project staff, CONSULTANT's, customers, and users as necessary to coordinate project execution and inform stakeholders of project status and possible outcomes.

Prepare project reports for the Board of Directors, management, and others and make presentations as necessary.

Provide project management oversight of the selection process of outside CONSULTANT's; oversee the bid, proposal, and selection/purchase recommendation process for major capital projects; solicit proposals; review proposals; assist OC SAN's evaluation teams with selection of CONSULTANT's; negotiate the fee; and establish schedules and performance criteria.

Work with CONSULTANT's on project planning, preparation, scheduling, and execution of contracts and ensure work is completed on time and in conformance with plans and specifications.

Apply project management tools as required to address the financial aspects and impacts of project variables such as delays to the project schedule and changes to the project scope.

Serve as a liaison for the Engineering Department with other OC SAN departments, divisions, and outside agencies and provide project representation to commissions, committees, and task forces.

Support - Administrative

Administrative support activities include the following:

- Perform a variety of secretarial, advanced clerical, and routine administrative and programmatic work in support of assigned projects or programs, division, or department.
- Participate in the administration of approved policies and procedures.
- Prepare financial analysis and a variety of reports as required.
- Provide information and assistance to other assigned project or program staff regarding assigned programs, policies, and procedures.

Support - Submittals

Submittals support activities include the following:

- Coordinates the submittal review process between Contractors and OC SAN staff.
- Reviews submittals to determine compliance with the submittal submission processes.
- Consolidates submittal comments for final review.
- Finalizes and distributes facilities records.

Support - Cost Estimating

Cost estimating activities include the following:

- Prepare cost estimates to provide detailed information regarding quantity and cost of materials and labor.
- Develop processes and/or techniques that provide clear and standard estimating methods across projects.
- Provide data for analytical comparisons between projects.
- Review project cost estimates as projects advance through the design process.
- Review engineering plans and specifications to determine materials and quantities required by project specifications.
- Recommend cost saving changes.
- Review cost estimates and change orders submitted by construction Contractors and provide recommendations.
- Prepare general budget estimates for new projects.

Estimating shall include all disciplines including architectural, civil, structural, mechanical, plumbing, heating and air conditioning, fire protection, electrical, and control systems.

Support - Construction Scheduling

Perform a variety of scheduling reviews and analyses involving wastewater treatment and collection systems, including the following activities:

- Review design submittals prior to bid to confirm scope is achievable in the time stipulated.
- Establish clear specifications and enforcement provisions with the Contractors by placing schedule performance and proof of impact on the Contractors.
- Review construction Contractor's schedules for effective Contractor performance. Identify changes to the critical path.
- Review baseline schedule submittals.

- Support the Resident Engineer and Project Manager during scheduling meetings so they are effective and productive.
- Maintain careful documentation of all schedule submittals so that any requests for time adjustments can be measured against the approved schedule in place at the time of impact is claimed.
- Monitor actual progress versus planned progress. Provide exception reporting and recommend actions.
- Perform analysis of change orders such as time impact analysis (TIA) and productivity claims.

Support - Construction Claims / Mitigation

Prepare detailed analysis of Contractor-submitted requests for change, delay claims, TIAs, and/or government code claims including productivity loss claims, claims for differing site conditions, and/or total cost claims. Work may include analysis of liability, review of contract language and supporting documents, validating extended overhead costs, and review and analysis of any other supporting documentation.

Work may also include a proactive strategy to reduce exposure, review of reporting requirements and practices, and conferring with project teams and/or managers to effectively implement practices to reduce liability and/or risk.

Support - Computer Aided Design Drafting and Design

Computer Aided Design (CAD) drafting and design support include the following activities:

- Use CAD equipment to provide support to Engineers by preparing layouts, detail drawings, sketches, and diagrams. Drawings are to include all views and dimensions necessary for construction of wastewater treatment and collection systems. Work must comply with OC SAN CAD Manual.
- Draft engineering drawings of proposed wastewater treatment facility construction projects from engineer's design drawings including structures and notations and review maps and existing drawings to determine utility locations, elevations, and other related information.
- Consolidate changes made on drawings by CONSULTANT's, engineers and inspectors with Contractor's as-built drawings to draft final record drawings on a wide variety of wastewater treatment facility construction projects.
- Conduct field visits to confirm existing conditions and finished construction configuration.
- Make appropriate notes of sizes, diameters, locations, and other significant information and return to project engineer.
- Provide technical assistance and support to engineers and engineering aides.

Support - Outreach

Provide community and stakeholder outreach support for OC SAN projects during design and construction phases. Work may include the following activities:

- Develop outreach plans, schedules, and budgets identifying project areas, community concerns, community events, demographics, and language needs.
- Identify stakeholders and communication strategies, including property owners, tenants, businesses, schools, and public officials.
- Plan, organize, and staff public meetings, including presentation development and meeting summaries.
- Conduct door-to-door or neighborhood outreach to impacted residents and businesses.
- Develop and design outreach materials such as fact sheets, notifications, press releases, website updates, and social media content consistent with OC SAN branding.
- Develop and implement crisis communication plans.

V. LOGISTICS AND CONTRACT MANAGEMENT

Work Location

CONSULTANT's on-site staff shall work from at OC SAN's facilities in Fountain Valley or Huntington Beach, California. At times, work may be required at other OC SAN facilities or at job site locations away from OC SAN facilities. At the CONSULTANT's discretion and concurrence with the OC SAN representative, the assigned CONSULTANT staff may be located at CONSULTANT's home office. Advanced coordination with OC SAN may be required for CONSULTANT staff working at OC SAN facilities on OC SAN holidays.

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 directing work, work schedules, quality of work performed, technical oversight, vacation requests, discipline, etc. The selected designee shall not be changed without prior written notification to the OC SAN representative.

CONSULTANT shall be 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 will be provided by OC SAN.

Provided Facilities & Equipment

OC SAN shall provide the following for CONSULTANT's on-site staff:

- Furnished office space at OC SAN
- Computers, software, network, and printing capabilities
- Office telephone

Personal Protective Equipment

CONSULTANT staff assigned to OC SAN facilities may be exposed to known plant process and work hazards and therefore shall 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 polices. Refer to **Attachment "L"** - Contractor Safety Standards.

Time Tracking & Invoicing

CONSULTANT shall submit invoices, including cost and hours, monthly. 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 shall 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 shall 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.

Billing Guidance

The following guidance establishes which activities performed by CONSULTANT are considered billable and non-billable under this Agreement.

Non-Billable Activities

The following activities are not billable to OC SAN:

- Proposal and staffing activities: Time spent identifying staff, preparing or submitting proposal material, or negotiating budgets is considered marketing and is not billable.
- Pre-selection communications: Before OC SAN selects a firm for a request, any clarifications, questions, or discussions should be directed to the designated Submitter. CONSULTANT shall not consult directly with OC SAN staff outside of the Submitter. Any such time is non-billable.
- General training: Technical training is not billable except for training specific to OC SAN requirements, procedures, or standards.
- Internal performance management: Time spent addressing or documenting performance issues of assigned staff is not billable.
- Other OC SAN-unrequested activities: Any tasks performed without a formal request or outside of authorized Scope of Work, task directives, or task authorizations are non-billable.

Billable Activities

The following activities are generally billable to OC SAN:

- Preparing and submitting invoices.
- Managing the CONSULTANT's internal billing codes.
- Preparing progress reports for assigned tasks.
- Providing technical guidance and oversight to assigned staff.
- Managing task directives and task authorizations.
- Performing quality control for task directives and task authorizations.

- Attending regular coordination meetings with OC SAN Management.
- Training CONSULTANT staff on OC SAN-specific requirements, procedures, and standards.

Program-level support activities, rather than project-specific work, shall be billed to Project SP-195, Work Package 3210.

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 shall 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.

ATTACHMENT A1

RULES OF ENGAGEMENT

ATTACHMENT “A1”

RULES OF ENGAGEMENT

This document describes how OC SAN may use a Supplemental Engineering Services agreement to maintain the Engineering Project program while complying with independent Contractor classification laws.

There are three mechanisms by which professional services can be supplied through the Agreement:

- Task Authorizations
- Task Directives
- Program Role Assignments

These Rules of Engagement are intended to document how services are to be requested, authorized, and managed.

Task Authorizations

When OC SAN requires a specific task completed, staff will contact each firm. Depending on the nature of the task, OC SAN may request that each firm respond with the proposed team, fee, and, if applicable, an approach to perform the work. Based on these responses, OC SAN will determine which firm offers the most qualified and appropriate team and/or approach and negotiate a Task Authorization with that firm.

Task Authorizations have a formal Scope of Work and a fixed upper limit.

Distinguishing aspects of Task Authorizations include the following:

- Requests for Task Authorization Proposal (RFTAP) require a Scope of Work prepared by OC SAN staff.
- RFTAPs and Task Authorizations must be approved by the Director of Engineering.
- The Scope of Work must include schedule requirements, tasks, deliverables, and assumptions, similar in detail to a Design or Planning Study Task Order.
- Each Task Authorization must specify a firm, negotiated upper limit which may not be exceeded. Any changes must be processed as a formal Task Authorization Amendment before the work is performed.
- The CONSULTANT shall report incurred costs for the Task Authorization on their monthly invoices, including total costs to date and the remaining budget.
- Time charged to Task Authorizations does not count against approved Program Role hours.

Task Directives

Task Directives are typically smaller than Task Authorizations where OC SAN provides a Scope of Work and a not-to-exceed fee amount that will be negotiated with the CONSULTANT. Task Directives include the following:

- The Scope of Work may be less detailed than what is required for a Task Authorization.
- A schedule for completing the work should generally be specified, but it is not always required.
- Task Directive must specify a firm negotiated upper limit which may not be exceeded. If changes require a revision to that upper limit, it must be processed as a formal Task Directive Amendment prior to the work being authorized and performed.
- CONSULTANT shall report costs incurred for the Task Directive on their monthly invoices, including total costs to date and the remaining budget.

Program Role Assignments

Program Role assignments direct the CONSULTANT to assign a qualified individual to fill a specific role across multiple projects. For inspection staff, where assignments and timing may vary from day to day to support the workload demand with construction projects, the CONSULTANT shall designate a dispatcher who coordinates assignments and schedules with OC SAN's Inspection Supervisor. The dispatcher may be the CONSULTANT's Point of Contact, an assigned inspector, or another appropriate representative.

Requirement for Program Roles:

- OC SAN will contact all firms eligible to provide professionals for the role.
- Assignment, duration, and budget:
 - They are specific to one person.
 - Assignments will generally be made before the specific need arises.
 - Hours and costs will be tracked at the Program Role, project, and work package level. An authorized budget will be established based on the individual's burdened rate and the duration of the assignment. The individual's location (Home Office or Site) impacts the billing overhead rate. The burdened rate includes salary, overhead, and profit. Reimbursable expenses, typical for travel or vehicle use, will also be tracked.
 - They are assigned for a specified duration. At the end of the specified duration, the Program Role will either be closed or renewed.
 - On-site Program Roles will be provided office space, key cards, an OC SAN phone extension, an OC SAN email, and network access.
- Selection factors: The assignment will go to the firm that offers the professional who is the best fit for the Program Role. Depending on the role, OC SAN may consider:
 - Relevant experience and expertise.
 - Availability to begin work (for example, full-time availability if the role starts immediately).
 - On-site presence and proximity to OC SAN facilities.
 - Cost-effectiveness when multiple qualified candidates are available.

- The Engineering Manager responsible for the function must approve Program Role assignments. Only supervisors or managers may initiate Program Role requests.

Project assignments are made under the Program Role to direct the CONSULTANT to assign qualified individuals to specific projects. A project assignment may cover the full project role or a defined portion.

Standard project assignments are listed below:

- Administrative Support
- Construction Scheduling
- Electrical Engineer
- Cost Estimator
- Outreach Support
- Instrumentation and Control (I&C) Engineer
- Commissioning Coordinator
- Inspection - Civil/Mechanical
- Inspection - Electrical/I&C
- Project Engineer
- Project Manager
- Resident Engineer
- Submittals
- Project Support (structural, HVAC, constructability, etc.)

Requirements for project assignments:

- Assignments will be made from existing Program Role assignments.
- Timing and duration depend on the project schedule or other designations.
- CONSULTANT assigned to a project will work directly with OC SAN or project team members.
- Assignment requests must specify total estimated hours.
- CONSULTANT shall identify a Technical Lead to support assigned CONSULTANT staff.
- Project direction will come from the CONSULTANT Point of Contact or CONSULTANT Supervision, in coordination with OC SAN Project Team and Supervision in Engineering.

CONSULTANT Staff Supervision

CONSULTANT is responsible for supervision of its entire staff, including the following:

- Administrative Supervision (CONSULTANT staff only)
 - Performance reviews
 - Timecard approvals
 - Work hours
- Supervision of assigned roles

- Work prioritization
- Technical input, guidance, and direction
- Quality Control for assigned deliverables

OC SAN does not supervise CONSULTANT staff. However, OC SAN provides direction to CONSULTANT as an Owner, including:

- Project decisions and priorities
- Design standards
- OC SAN preferences
- Financial and risk considerations
- Compliance with OC SAN Policies and Procedures
- Coordination with other OC SAN projects and activities