

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into to be effective the 1st day of May, 2022, by and between the ORANGE COUNTY SANITATION DISTRICT, hereinafter referred to as "OC SAN", and **JACOBS PROJECT MANAGEMENT CO.**, for purposes of this AGREEMENT 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 a consultant for **Supplemental Engineering Services, PSA2021-002-2**, 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 a 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 April 27, 2022 the Board of Directors, by Minute Order, accepted the recommendation of the Operations Committee to approve this AGREEMENT between OC SAN and CONSULTANT.

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.

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 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 Twenty-Nine Million Seven Hundred Thousand Dollars (\$29,700,000) (“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 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

- i. “Field 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. The SANITATION DISTRICT 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-Anaheim, 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%). The first hourly rate escalation will occur July 1, 2023.

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 <http://www.gsa.gov/portal/category/104711#>.

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 per diem for Field Office Staff, nor will it 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 any of 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, 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 changes to any key CONSULTANT employees 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 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.

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 16 Audit Provisions.

- B. Upon receipt of a properly prepared invoice, as described above, payment shall be made by OC SAN to CONSULTANT within sixty (60) 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.

6. TERM

This AGREEMENT shall commence upon the effective date first written above, and shall continue in full force and effect through April 30, 2025, (“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 May 1, 2025, and continuing through April 30, 2026, (“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 May 1, 2026, and continuing through April 30, 2027, (“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 April 30, 2027, which period encompasses the Initial Term and two (2) Option Terms.

7. PREVAILING WAGES

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.

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. 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 acting in these designated positions must comply with certain requirements under the Political Reform Act. Consultant employees 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 \$520 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.

10. 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.

11. 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.

12. 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 Worker's 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: Two Million Dollars (\$2,000,000) per occurrence with Four Million Dollars (\$4,000,000) 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, 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) 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, 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 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, or any other consultant, contractor or subcontractor performing work or rendering services at the project. 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 Automotive 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 automotive liability.

D. Automotive/Vehicle liability Insurance

The CONSULTANT shall maintain a policy of Automotive 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 Five Hundred Thousand Dollars (\$500,000). 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. Worker's 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 Worker's 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 Five Million Dollars (\$5,000,000) 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 term 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 term 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 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. OC SAN reserves the right to review redacted copies of all required insurance policies, provided that neither the policy limits nor carrier names are redacted, including endorsements, effecting the coverage required, at any time. 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 Insurance (General Liability) The combination of (ISO Forms) CG 2010 and CG 2037

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 (Auto 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
10844 Ellis Avenue, 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 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.

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 OC SAN and CONSULTANT in writing prior to the time that the additional services are authorized. An Amendment shall be executed to document the change.

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. 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.

To the fullest extent permitted by law, CONSULTANT shall defend and indemnify OC SAN from and against any and all claims by CONSULTANT, its principals, officers, agents, employees, former employees, suppliers, Subconsultants, subcontractors, and/or anyone employed directly or indirectly by any of them for benefits provided to employees of OC SAN, including, but not limited to: worker's compensation, unemployment compensation, participation in the Orange County Employees Retirement System, paid time off, medical insurance, dental insurance, vision insurance,

life/accidental death and dismemberment insurance, disability insurance, etc. In addition, CONSULTANT shall be required to indemnify the Indemnified Parties for any costs related to such claims.

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 and addressed as follows:

ORANGE COUNTY SANITATION DISTRICT
10844 Ellis Avenue
Fountain Valley, CA 92708-7018
Attention: Diane Marzano, Senior Contracts Administrator
Copy: Jeffrey Mohr, Engineering Manager

CONSULTANT:

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

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 any action by 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 AGREEMENT 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 e and local air pollution control laws and regulations. (Public Contract Code sections 2200-2208).

22. 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.

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, CONSULTANT's, 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, 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.

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.

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 the Contractor Safety Standards, as applicable, all of which 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.

[THIS SECTION INTENTIONALLY LEFT BLANK]

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

CONSULTANT: JACOBS PROJECT MANAGEMENT CO.

By _____
Date _____

Printed Name & Title

ORANGE COUNTY SANITATION DISTRICT

By _____
John B. Withers
Board Chairman
Date _____

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

By _____
Ruth Zintzun
Purchasing & Contracts Manager
Date _____

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

DM:ms

ATTACHMENT A

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 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 \$3.0 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 that 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 scopes of work and firm upper limits.
- Task Directives. Task Directives are typically smaller than Task Authorizations, but do not have a firm upper limit.
- Project Role Assignments. In Project Role Assignments, the Consultant will provide a suitability qualified professional to fulfill the particular role on a particular project.
- Program Role Assignments. In Program Role Assignments, the Consultant will provide a suitability qualified professional to fulfill the project role on a portfolio of projects.

Architecture

Design and oversee design by consultants of new building projects 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 ensure 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; 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; coordinate equipment isolations, equipment and process tie-ins.
- Prepare progress payments to the contractor; review submittals for material and equipment conformance to design specifications and plans.
- Perform analysis of change orders; negotiate fair and reasonable costs for change orders; prepare change order reports and documents for consideration by the Board of Directors.
- Oversee the start-up of facilities; participate in staff training.
- Provide technical assistance and support to engineers and project managers; provide technical training as appropriate.
- Prepare a variety of administrative, technical, and budget reports, 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 detailed drawings, technical specifications, and scopes of work; review proposals; assist OC San in the consultants' selection process and perform construction support services.

Design or oversee design by consultants 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.

Respond to engineering bid questions and addenda, respond to contractor's request for information during construction of facility, verify that equipment meets design specifications, and prepare design changes.

Engineering - Electrical

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

Respond to contractor's request for information during construction of facility, verify that equipment meets design specifications, and prepare design changes, review NETA test results, and perform electrical system startup and commissioning for low and medium-voltage systems.

Perform short circuit calculations and protective device coordination studies utilizing ETAP software.

Engineering - I&C

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

Respond to contractor's request for information during construction of facility, verify that equipment meets design specifications, prepare 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

Prepare detailed drawings, technical specifications, and scopes of work; review proposals and technical memoranda prepared by others; prepare engineering analysis.

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

Design and oversee design by consultants of structural systems for water/wastewater facilities.

Respond to structural Requests for Information and/or prepare more complex structural engineering design changes during construction of facility and verify that equipment meets design specifications and regulatory requirements.

Inspection

Inspection activities include the following:

- Provide construction inspection for plant and collection facilities construction work performed by contractors to ensure 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.
- 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 traffic control plans and devices; 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 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 preparing monthly progress reports.
- Attend construction meetings.

- Work with contractors, regulatory agencies, utilities, city officials and the general public throughout construction project to coordinate work to be accomplished and ensure satisfactory project completion with minimum impact on the public or OC San facilities.

Various disciplines may need continuous construction inspection including Civil, Structural, Pipeline, Mechanical, Electrical and Instrumentation disciplines of large complex water treatment facilities and rehabilitation.

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 ensure 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 consultants; 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, construction and installation, commissioning, and closeout.

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

Perform periodic review of work assignments to ensure that the work is satisfactory and is completed according to plan.

Interface with senior management, the Board of Directors, peers, project staff, consultants, customers, and users as necessary to coordinate project execution; informs stakeholders of project status and possible outcomes.

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

Provides project management oversight of the selection process of outside consultants; oversees the bid, proposal, and selection/purchase recommendation process for major capital projects; solicits proposals; reviews proposals; assists OC San's evaluation teams with selection of consultants establishes schedules and performance criteria.

Work with consultants on project planning, preparation, scheduling, and execution of contracts; ensures 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.

Serve as a liaison for the Engineering Department with other OC San departments, divisions, and outside agencies; 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 – 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.
- With estimating process, identify project cost changes 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.
- Provide data for analytical comparisons between projects.
- 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 review and analyses involving wastewater treatment and collection systems, including the following activities:

- Review design submittals prior to bid to ensure 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.
- Review baseline schedule submittals.
- Support the Resident Engineer (RE) and Project Manager (PM) 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, time impact analyses (TIA) 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 – CAD Drafting and Design

CAD drafting and design support include the following activities:

- Use Computer Aided Design (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 shall be compliant with OC San CAD Manual.
- Draft engineering drawings of proposed wastewater treatment facility construction projects from engineer's design drawings, including structures and notations; review maps and existing drawings to determine utility locations, elevations and other related information.
- Consolidate changes made on drawings by consultants, 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.

IV. TASK ASSIGNMENTS

OC San will authorize specific tasks to be completed by CONSULTANT. These tasks will vary widely in size, cost, and complexity. Tasks will be authorized as either a Task Authorization or a Task Directive, as described in **Attachment “A1”** – Rules of Engagement.

V. PERSONNEL ASSIGNMENTS

OC San will require CONSULTANT to provide staff to fill specific roles on specific projects, and, in some cases, for its Engineering Program, as described in **Attachment “A1”** – Rules of Engagement.

Project Role Assignments

Project Role assignments involve CONSULTANT assigning a qualified individual or individuals to fill a particular role on a particular project.

A project role may cover the entire role for the project, or a specifically designated portion of that role. CONSULTANT shall identify a Technical Lead to support assigned staff in their designated role. Project direction, however, will generally come from the Project Team and Supervision in Engineering.

Program Role Assignments

Program Role assignments direct CONSULTANT to assign a qualified individual or individuals to fill a particular role on an entire portfolio of projects.

Personnel Authorizations

Personnel Authorizations authorize a particular individual to work on Task Directives, Project Roles, and Program Roles.

VI. LOGISTICS AND CONTRACT MANAGEMENT

Work Location

CONSULTANT’s on-site staff shall be located 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 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 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.

Provided Facilities & Equipment

OC San will 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 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 polices. Refer to Contractor Safety Standards – Attachment “K”.

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.

ATTACHMENT A1

RULES OF ENGAGEMENT

This document describes options for OC San to utilize a Supplemental Engineering Services (SES) agreement to maintain the Engineering Project program while complying with Independent Contractor expectations.

There are four mechanisms by which professional services can be supplied through the SES agreement:

- Task Authorizations
- Task Directives
- Project Role Assignments
- Program Role Assignments

Task Directives, Project Role Assignments, and Program Role assignments require that anyone working under the mechanism also have an approved Personnel Authorization.

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

Task Authorizations

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 Proposals (RFTAPs) require a scope of work prepared by OC San staff.
- RFTAPs and Task Authorizations must be approved by the Director of Engineering (DOE).
- The scope of work should have the same level of detail as used for a Design Task Order or Planning Study Task Order, including schedule requirements, task, deliverables, and assumptions.
- Task Authorization 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 Authorization Amendment prior to the work being authorized and performed.
- The SES Consultant shall report costs incurred for the Task Authorization in their monthly invoices, with the total costs incurred to date, and the unused budget remaining.
- The SES Consultant may use any of their staff, whether they have an approved Personnel Authorization or not.
- The time that SES Consultant staff charge to Task Authorizations does not count against their approved number of hours for Personnel Authorizations.

Task Directives

Task Directives also have an explicit scope of work, but the level of detail may be lower. Task Directives need a negotiated budgetary estimate, but it is not a firm upper limit.

- The scope of work for Task Directives may be less detailed than what is required for a Task Authorization.
- A schedule to complete the work should generally be specified but is not always required.
- Costs are tracked separately on invoices.
- Personnel Authorizations are required for any staff working on a Task Directive.

Project Role

Project Role assignments direct the SES Consultant to assign a qualified individual or individuals to fill a particular role on a particular project. Standard project roles are listed below:

- Admin Support
- Construction Support
- Electrical Engineer
- Estimator
- I&C Engineer
- Inspection Civil - Mech
- Inspection Elec - I&C
- Project Engineer
- Project Manager
- Resident Engineer
- Submittals Group

A project role may cover the entire role for the project, or a specifically designated portion of that role. When a role is limited, the description of the specific designation shall be included in the Resource Assignment Request.

- The timing of delivery is based on the project schedule, or the specific designation.
- SES Staff designated on an approved Project Role assignment shall work directly with other project team members (OC San or SES).
- The Resource Assignment request shall indicate the anticipated fraction of a full-time equivalent the role is anticipated to take.
- Personnel Authorizations are required for any Project Role assignments.
- Time spent in a Project Role counts against Personnel Authorizations.
- The SES Consultant shall identify a Technical Lead to support assigned SES Staff member in their designated role. Project direction, however, will generally come from the Project Team and Supervision in Engineering.

Program Role

Program Role assignments direct the SES Consultant to assign a qualified individual or individuals to fill a particular role on an entire portfolio of projects. Program role assignments are intended to be used in two circumstances:

- When OC San has no staff with the required qualification. An example of this is structural engineering.
- When a pool of qualified individuals is required, with assignments and timing varying from day to day. This case applies specifically to inspection. In the case of inspection, the SES Consultant shall designate a dispatcher, with whom OC San's Inspection Supervisor can coordinate assignments and schedules. The dispatcher may be one of the assigned inspectors, the SES Point of Contact, or another appropriate representative of the SES Consultant.

The following apply to Program Roles:

- Program Role assignments will generally be made before the specific need arises.
- Only supervisors or managers may initiate a Program Role request.
- Project Role assignments must be approved by the Engineering Manager responsible for the function.
- Personnel Authorizations are required for any Program Role assignments.
- Time spent in a Program Role counts against Personnel Authorizations.

Personnel Authorizations

Personnel authorizations (PA's) provide the DOE's approval for a particular individual to work on Task Directives, Project Roles, and Program Roles. They also designate the following:

- The Project Role.
- Their location as either Home Office or Site. This impacts the overhead rate to be used for billing.
- The number of hours per week, or just a set number of hours as needed.
- The total bill rate, including actual salary, overhead, and profit.
- Any reimbursable expenses. This is typically used when travel is required or when a staff member needs a vehicle assigned to them due to the nature of their assignments.

The following apply to Personnel Authorization:

- They require approval by the DOE.
- They are specific to one person.
- They need not be project specific.
- For on-site PA's, the PA authorizes office space, key cards, an OC San phone extension, and network access.

Staff Supervision

The SES Consultant is responsible for supervision of its entire staff, including the following:

- Administrative Supervision (SES Consultant staff only)
 - Performance Reviews
 - Timecard Approvals
 - Work Hours
- Supervision of Assigned Scope Deliverables
 - Work Prioritization
 - Technical input, guidance, and direction
- Quality Control for
 - Task Authorizations.
 - Task Directives, when Quality Control is specified in the scope of work.

OC San will not be responsible for supervision of SES Consultant staff. OC San will however provide direction as an Owner. Examples include the following:

- Project decisions and priorities
- Design standards
- OC San's preferences
- Financial considerations
- Risk considerations
- Review for compliance with OC San Policies and Procedures
- Coordination with other OC San projects and activities