

ORIGINAL

Tetra Tech BAS, Inc.

Landfill and Wastewater Treatment Plant General Engineering Support

AGREEMENT FOR SERVICES #640-S1411

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), acting by and through County Service Area No. 10, a lawfully established County Service Area as defined by Government Code Section 25210 et seq., and Tetra Tech BAS, Inc., duly qualified to conduct business in the State of California, whose principle place of business is 1360 Valley Vista Drive, Diamond Bar, California, 91765 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to provide solid waste, landfill and wastewater treatment plant general engineering support, as needed by County;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel, subconsultants, materials, equipment and services necessary to provide solid waste, landfill and wastewater treatment plant general engineering support services. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, or as identified in the individual Task Orders or Work Orders, as applicable.

Before proceeding with any work under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Task Orders or Work Orders, as applicable, to be issued in accordance with this Agreement.

The specific services for each assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff, subconsultants, if applicable, and any necessary permits on a task-by-task basis. Following the meeting, Consultant shall provide County's Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, Consultant's Project Manager, and a not-to-exceed cost itemization to complete the work (resulting in a Task Order or a Work Order, as applicable), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work.

For emergency and unanticipated/unplanned solid waste, landfill and wastewater treatment plant general engineering support services, the specific services for each assignment shall be determined at a pre-service meeting, telephone conference or by email between Consultant and County's Contract Administrator or County's Contract Administrator's designee to discuss the needs, applicable standards, required deliverables, specific Consultant staff, subconsultants (if required), and estimated costs associated with each specific service on an item-by-item basis. At the conclusion of the pre-service meeting, telephone conference or email exchange, County's Contract Administrator will provide Consultant with verbal authorization to proceed. County's Contract Administrator shall follow up the verbal authorization with a written authorization to proceed in the form of a Work Order, to Consultant via email or fax, with the specific emergency or unanticipated/unplanned services to be performed.

County's Contract Administrator will issue a written Task Order for work assignments where the not-to-exceed cost itemization is greater than \$50,000. County's Contract Administrator will issue a written Work Order for work assignments where the not-to-exceed cost itemization is \$50,000 or less.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All digital photographs shall be submitted on CD-ROMs in jpeg format with a minimum resolution of 2816 X 2112. All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to County's computer and engineering applications and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator.

No payment will be made for any work performed prior to approval and full execution of the Task Order or Work Order, as applicable, and no payment will be made for amounts in excess of the not-to-exceed amount of the Task Order or Work Order.

Consultant shall provide County's Contract Administrator with the names and titles of Consultant's representatives that are authorized to bind Consultant by signing Task Orders and Work Orders and Task Order and Work Order Amendments on Consultant's behalf. Consultant's notification of individuals authorized to execute Task Orders and Work Orders and Task Order and Work Order Amendments on Consultant's behalf shall be communicated to County in accordance with the provisions of ARTICLE XVIII, Notice to Parties, of this Agreement.

The period of performance for Task Orders and Work Orders shall be in accordance with dates specified in each Task Order or Work Order. No payment will be made for any work performed before or after the period of performance in the Task Order or Work Order, unless County's Contract Administrator and Consultant amend the Task Order or Work Order. No Task Order or Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement.

County shall review Consultant's progress at key points as specified in each Task Order or Work Order. Milestone reviews shall be performed for the specific products and deliverables listed in each Task Order and/or Work Order. Milestones may only be changed by written agreement between County's Contract Administrator and Consultant's Project Manager.

Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in each Task Order or Work Order. County's review of deliverables will ensure that Consultant's work meets a level of acceptability as determined by the Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by the Contract Administrator. Failure to submit the required deliverables in the formats required shall be grounds for termination of the Agreement, as provided in ARTICLE XVII, Default, Termination, and Cancellation, herein.

All of the services included in Exhibit A, Scope of Work, hereto, are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration and work performed by any subconsultant for services rendered under this Agreement.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire three (3) years thereafter.

ARTICLE III

Compensation for Services:

- A. For services provided herein, including all of the deliverables described in individual Task Orders and Work Orders issued pursuant to this Agreement, County agrees to pay Consultant monthly in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of itemized

invoices detailing the services rendered. The total amount payable by County for an individual Task Order or Work Order shall not exceed the amount agreed to in the Task Order/Work Order, unless County's Contract Administrator and Consultant amend the Task Order/Work Order.

- B. For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Schedule of Charges," incorporated herein and made by reference a part hereof. The hourly rates listed on the Schedule of Charges are effective October 1, 2013 through September 30, 2014 and October 1, 2014 through September 30, 2015, and may be adjusted annually every October and are subject to a maximum of three percent (3%) increase upon written request of Consultant and upon prior written approval by County's Contract Administrator. Any rate increases authorized by County's Contract Administrator shall not increase the total not-to-exceed amount of the Agreement.
- C. Other direct costs including bridge tolls, special reproductions, delivery charges, and other services authorized herein, shall be invoiced in accordance with Exhibit C, marked "Reimbursable Charges," incorporated herein and made by reference a part hereof, for the services rendered. Other direct costs including subconsultants' services and outside services authorized herein shall be invoiced as Consultant's cost, with a fifteen percent (15%) markup, for the services rendered. Any invoices that include subconsultant services and other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.
- D. Equipment rental rates shall be invoiced in accordance with Exhibit D, Marked "Equipment Rental Rates," incorporated herein and made by reference a part hereof. Any invoices that include equipment rental shall be accompanied by backup documentation.
- E. For the purposes of this Agreement, mileage, travel, and per diem costs will be reimbursed for services performed by Consultant or any authorized subconsultant. Reimbursement for mileage, travel, and/or per diem expenses for Consultant and subconsultants, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage and/or travel expenses are incurred. There shall be no markups allowed on mileage rates and/or travel expenses for Consultant or for any subconsultant. Any reimbursements for mileage and/or travel expenses will only be made if such expenses are included in the budget of an approved and fully executed Task Order or Work Order issued pursuant to this Agreement.
- F. Cost Proposals shall be submitted for each Task Order and/or Work Order. The total amount payable by County for an individual Task Order or Work Order shall not exceed the amount agreed to in the Task Order or Work Order, unless County's Contract Administrator and Consultant amend the Task Order or Work Order.

- G. The total amount of this Agreement, including all of the services detailed in Exhibit A, Scope of Work, and inclusive of all work of subconsultants, costs, expenses, and Task Orders and Work Orders shall not exceed \$300,000.
- H. Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Task Order or Work Order number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Community Development Agency
Environmental Management Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Greg Stanton,
Deputy Director

or to such other location as County directs.

- I. In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XVII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Standards for Work: Consultant shall perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality and under similar conditions. No other representation, express or implied, is included in this Agreement, or in any report, opinion, document, or other instrument of service.

ARTICLE V

Licenses: Consultant represents that it and any and all subconsultants employed under this Agreement are duly certified or licensed in good standing by the State of California to perform the services contemplated under this Agreement, and that Consultant and all subconsultants shall maintain said certificates and licenses in good standing throughout the term of this Agreement.

ARTICLE VI

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with individual Task Orders and/or Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications,

estimates, compilations, photographs, videos and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE VII

Consultant's Project Manager: Consultant designates Greg Saul, Project Manager, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations and any subconsultants authorized under this Agreement including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Task Orders and Work Orders issued pursuant to this Agreement; (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work. Project Manager must be a registered engineer in the State of California.

ARTICLE VIII

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE IX

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in Consultant's Project Manager or subconsultants without prior written approval by County's Contract Administrator.

ARTICLE X

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall perform the services contemplated herein with resources available within its own organization, and no portion of the work pertinent to this Agreement shall be subcontracted, delegated or assigned, in whole or in part.

ARTICLE XI

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, subconsultants, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Community Development Agency for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. Notwithstanding this Article, County may, through its Contract Administrator, authorize Consultant to utilize subconsultants for services performed in Exhibit A, Scope of Work, for the particular tasks, work and deliverables identified therein or as identified in the individual Task Orders and/or Work Orders issued pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Consultant prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized in individual Task Orders and Work Orders issued pursuant to this Agreement. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

Notwithstanding any provision to the contrary, at no time shall County be obligated to pay separately for subconsultant services.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

ARTICLE XIII

Independent Contractor/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during

the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees, agents, associates, representatives, or subconsultants.

ARTICLE XIV

Prevailing Wage: County requires Consultant's services on public works project(s) involving local, state and federal funds to which prevailing wage requirements may apply. As a consequence, Consultant and any subconsultants authorized in the individual Work Orders or Task Orders issued pursuant to this Agreement shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply. Consultant and its subconsultants shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County Transportation Division. Changes, if any, to the general prevailing wage rates will be available at the same location.

The federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. Consultant and any authorized subconsultants shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Consultant and all subconsultants authorized under this Agreement shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

As required under the provisions of Labor Code Section 1776, Consultant shall keep accurate payroll records.

ARTICLE XV

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVI

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XVII

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.

- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement or any Work Order or Task Order issued pursuant to this Agreement, in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Work Order/Task Order or the total amount of this Agreement, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XVIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
 Community Development Agency
 Environmental Management Division
 2850 Fairlane Court
 Placerville, CA 95667

Attn.: Greg Stanton
 Deputy Director

With a copy to:

County of El Dorado
 Community Development Agency
 Administration and Finance Division
 2850 Fairlane Court
 Placerville, CA 95667

Attn.: Katy Sampson
 Assistant Director
 Administration and Finance

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Tetra Tech BAS, Inc.
1360 Valley Vista Drive
Diamond Bar, CA 91765
Attn.: Bryan A. Stirrat, President

or to such other location as the Consultant directs.

ARTICLE XIX

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XVIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XX

Indemnity: Consultant shall defend, indemnify, and hold County and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Consultant's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees and representatives, or as expressly provided by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXI

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.

- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.

- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

In addition, Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability and professional liability insurance as specified above and shall provide County with proof of same if requested.

ARTICLE XXII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXIII

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XXIV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would

constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XVII, Default, Termination, and Cancellation, herein.

ARTICLE XXV

California Residency (Form 590): All independent consultants providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXVI

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXVII

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXVIII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Greg Stanton, Deputy Director, Environmental Management Division, Community Development Agency, or successor.

ARTICLE XXX

Authorized Signatures: The parties to this Agreement represent that the undersigned

individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXXI

Partial Invalidity: If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXIII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXIV


Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Contract Administrator Concurrence:

By: 
Greg Stanton
Deputy Director
Environmental Management Division
Community Development Agency

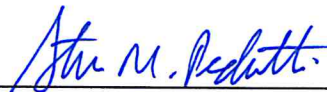
Dated: 7/28/14

Requesting Division Concurrence:

By: 
Gerri Silva
Environmental Management
Division Director
Community Development Agency

Dated: July 28, 2014

Requesting Department Concurrence:

By: 
Steven M. Pedretti, Director
Community Development Agency

Dated: 7/29/14

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 

Dated: 8/12/14

Norma Santiago
Board of Supervisors
"County"


Attest:
James S. Mitrissin
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 8-12-14

-- TETRA TECH BAS, INC. --

Tetra Tech BAS, Inc.
(A CALIFORNIA CORPORATION)

By: 
Jeffrey M. Williams
Vice President
"Consultant"

Dated: 7/30/14

By: 
Jeanne Stirrat
Corporate Secretary

Dated: 7/30/14

Tetra Tech BAS Inc.

Exhibit A

Scope of Work

- A. Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, on an as needed basis, for the County's Environmental Management Division, and shall provide and make available Consultant's own personnel, subconsultants, materials, vehicles, communication devices, and other equipment necessary to perform the services, work and tasks designated (referred to hereinafter as "Services"). Services shall be as outlined below, and generally include, but shall not be limited to:
1. Definition of Project Specific Work Scope, Work Activity Schedule, and Cost: On a task-by-task basis, County and Consultant shall define specific Consultant staff and subconsultants to be assigned to each work task. Interviews with specific staff shall be arranged if so requested by County and Consultant staff selection shall be finalized. For each assigned work task, Consultant shall provide County with a full work task proposal, schedule, and not to exceed cost to complete the entire work task which will result in a written Work Order up to \$50,000, or a written Task Order over \$50,000. Commencement of the work shall require written approval and written authorization by the County's Contract Administrator prior to commencement of the work. No payment will be made for any work performed prior to written approval of the written Work Order or Task Order.
 2. Prior to Construction: Consultant shall discuss and meet with County to determine the specific services for each assignment, to discuss the needs, applicable required deliverables, specific Consultant staff, subconsultants, any task related travel or mileage budget and to define the roles and responsibilities of both the County and Consultant's personnel and what interaction the Consultant shall have with County. Construction and documentation management, as well as lines of communication, shall be established and agreed to in writing before Consultant begins the work.
 3. Notice to Proceed: After County issues a written notice to proceed for a Work Order or Task Order; Consultant shall assign the personnel to the subject project, and ensure that they report as assigned with all the necessary equipment to complete the project in a timely fashion.
 4. Contact/Reporting: Upon assignment to a project, Consultant shall meet, weekly at a minimum, with County Representative either in person or by telephone.

5. Inspection Responsibilities: To the extent determined by Consultant and County to be necessary, as to each project or task under this agreement, Consultant shall provide field inspectors to observe the work on a daily basis and be on-site, on a full or part time basis, to perform the duties necessary to assure County that the work is being performed in accordance with the plans, specifications, and all applicable federal, state, and local laws, rules, regulations and ordinances. All required improvements shall be inspected to ensure quality and acceptability of the work and to provide quality assurance that the materials and workmanship are in conformance with contract documents and County standards. All underground facilities to be constructed shall be inspected prior to burial. Inspection reports shall be completed daily and be available for County review at least weekly. Photographs shall document special situations and shall be included in the daily inspection report. Any defective work shall be documented until it is repaired and the quality of work is in accordance with the contract documents.
6. Permits and Approvals: To the extent necessary in relation to any particular work task or project, Consultant shall be responsible for obtaining all permits and approvals necessary to complete the work task or project including but not limited to Dust Mitigation Plans, Asbestos Dust Mitigation Plans, Building permits, grading permits, and Fish & Game permits.
7. Complaints: Consultant shall track and assist County in resolving community complaints on matters such as dust, naturally occurring asbestos, mud, erosion control, traffic, clearing, grading, and other sensitive issues as they occur.
8. Time for Performance: The period of performance for Work Orders and Task Orders shall be in accordance with the dates specified in each Work Order or Task Order. No payment will be made for any work performed after the period of performance in the Work Order or Task Order, unless County's Contract Administrator and Consultant's project manager amend the Work Order or Task Order in writing.
9. Amendment of Work Orders or Task Orders: Any amendment of a Work Order or Task Order must be in writing. No Work Order or Task Order will be written which extends beyond the expiration date of this Agreement, nor the cumulative total of the not-to-exceed Contract amount.

B. Consultant shall attach a copy of each notification to proceed, as backup documentation, to any invoice(s) submitted for payment under the terms of this Agreement. Copies of notices attached to invoices shall reflect Consultant's charges for the specific support or review services billed on those invoices.

- C. All of the tasks included in this Article are the responsibility of the Consultant, unless specifically described as a task or item of work to be provided by the County. The Consultant shall be responsible for the supervision, administration, and work performed by any sub-consultant for services referenced in this Article.

Exhibit B Schedule of Charges



TETRA TECH BAS

SCHEDULE OF CHARGES

(Effective October 1, 2013 - September 30, 2014)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal (P)	\$249
Principal Engineer (PRE)	\$221
Principal Solid Waste Planner	\$211
Division Engineer (DE)	\$211
Principal Administrator (PA)	\$201
Senior Project Manager (SM)/Chief Engineer (CE)	\$199
Project Manager III (PM-III)	\$184
Project Manager II (PM-II)/ Engineer V-II (E-VII)	\$174
Project Manager I (PM-I) / Engineer VI (E-VI)	\$164
Engineer V (E-V)	\$149
Engineer IV (E-IV)	\$139
Engineer III (E-III)	\$129
Engineer II (E-II)	\$119
Engineer I (E-I)	\$109
Engineer (E)	\$99
Senior Project Designer (SPD)	\$165
Project Designer (PD)	\$149
Senior Designer (SDD)	\$136
Designer (DD)	\$125
Senior Drafter (SD)	\$111
Drafter (D)	\$101
Senior CADD Operator (SCO)	\$91
CADD Operator (CO)	\$81
Regulatory Compliance Manager (RCM)	\$157
Senior Regulatory Compliance Specialist (SRS)	\$149
Regulatory Compliance Specialist II (RS-II)	\$135
Regulatory Compliance Specialist (RS)	\$121
Senior Environmental Scientist (SNS)	\$161
Senior Environmental Specialist (SES)	\$141
Environmental Specialist III (ES-III)	\$134
Environmental Specialist II (ES-II)	\$129
Environmental Specialist I (ES-I)	\$113
Environmental Specialist (ES)	\$101

Landscape Architect	\$135
Project Accountant/Analyst (AA)	\$92
Senior Project Coordinator (SPC)	\$134
Project Coordinator (PC)	\$115
Senior Technical Editor (STE)	\$111
Administrative Assistant (ADA)	\$91
Data (DP)/Word Processing Secretary (WP)	\$81
Office Services Clerk (OS)	\$75
General Clerk (C)/Typist (Y)	\$68
Data Analyst (DA)	\$61
Senior Construction Manager (SCM)	\$198
Construction Manager (CM)	\$175
Construction Supervisor (CS)	\$150
Construction Engineering Technician (CET)	\$142
Chief Engineering Technician (CT)	\$131
Engineering Technician V (ET-V)	\$115
Engineering Technician IV (ET-IV)	\$103
Engineering Technician III (ET-III)	\$89
Engineering Technician II (ET-II)	\$79
Engineering Technician I (ET-I)	\$66
Engineering Technician (ET)	\$44
Chief of Survey Parties (CSP)	\$141
2-Man Survey Party (SP-2M)	\$249
1-Man Survey Party with GPS (1M-GPS)	\$188
Court Appearance (Expert Witness, Deposition, etc.)	1.5 X Hourly Rate

Overtime Premium is 50% of Personnel Hourly Rate

Exhibit B Schedule of Charges



SCHEDULE OF CHARGES

Effective October 1, 2014 - September 30, 2015

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal (P)	\$249
Principal Engineer (PRE)	\$226
Principal Solid Waste Planner	\$216
Division Engineer (DE)	\$216
Principal Administrator (PA)	\$206
Senior Project Manager (SM)/Chief Engineer (CE)	\$203
Project Manager III (PM-III)	\$188
Project Manager II (PM-II)/ Engineer V-II (E-VII)	\$178
Project Manager I (PM-I) / Engineer VI (E-VI)	\$168
Engineer V (E-V)	\$152
Engineer IV (E-IV)	\$142
Engineer III (E-III)	\$132
Engineer II (E-II)	\$122
Engineer I (E-I)	\$112
Engineer (E)	\$101
Senior Project Designer (SPD)	\$169
Project Designer (PD)	\$152
Senior Designer (SDD)	\$139
Designer (DD)	\$128
Senior Drafter (SD)	\$114
Drafter (D)	\$104
Senior CADD Operator (SCO)	\$93
CADD Operator (CO)	\$83
Regulatory Compliance Manager (RCM)	\$161
Senior Regulatory Compliance Specialist (SRS)	\$152
Regulatory Compliance Specialist II (RS-II)	\$138
Regulatory Compliance Specialist (RS)	\$124
Senior Environmental Scientist (SNS)	\$165
Senior Environmental Specialist (SES)	\$144
Environmental Specialist III (ES-III)	\$137
Environmental Specialist II (ES-II)	\$132
Environmental Specialist I (ES-I)	\$116
Environmental Specialist (ES)	\$104

Landscape Architect	\$138
Project Accountant/Analyst (AA)	\$94
Senior Project Coordinator (SPC)	\$137
Project Coordinator (PC)	\$118
Senior Technical Editor (STE)	\$114
Administrative Assistant (ADA)	\$93
Data (DP)/Word Processing Secretary (WP)	\$83
Office Services Clerk (OS)	\$77
General Clerk (C)/Typist (Y)	\$70
Data Analyst (DA)	\$63
Senior Construction Manager (SCM)	\$202
Construction Manager (CM)	\$179
Construction Supervisor (CS)	\$153
Construction Engineering Technician (CET)	\$145
Chief Engineering Technician (CT)	\$134
Engineering Technician V (ET-V)	\$118
Engineering Technician IV (ET-IV)	\$106
Engineering Technician III (ET-III)	\$91
Engineering Technician II (ET-II)	\$81
Engineering Technician I (ET-I)	\$68
Engineering Technician (ET)	\$45
Chief of Survey Parties (CSP)	\$144
2-Man Survey Party (SP-2M)	\$254
1-Man Survey Party with GPS (1M-GPS)	\$192
Court Appearance (Expert Witness, Deposition, etc.)	1.5 X Hourly Rate

Overtime Premium is 50% of Personnel Hourly Rate

**Exhibit C
Reimbursable Charges**



TETRA TECH BAS

REIMBURSABLE CHARGES

A. IN-HOUSE EXPENSES

Reproduction/Plotting:	Xerox Copies	\$0.10/page
	Color Copies	\$0.50/page
	Wide Format Copies	\$0.30/sq. ft.
	Blueprints	\$0.50/sq. ft.
	Bond Plotting -- Black & White	\$2.00/sq. ft.
	Bond Plotting -- Color	\$4.00/sq. ft.
	Vellum Plotting	\$4.00/sq. ft.
	Mylar Plotting	\$5.00/sq. ft.
Telefax (Outgoing only):		\$1.00/page
Mileage:	In accordance with Article III, Compensation for Services	

B. OTHER EXPENSES

Company Vehicles	\$15.00/hour
Survey Vehicles	\$15.00/hour
Other Out-of-Pocket Expenses/Supplies	Cost + 15%
Equipment Usage	See Attached Schedule
Consultants/Outside Services	Cost + 15%
Construction Services	Cost + 15%
Per Diem for Living Expenses	In accordance with Article III, Compensation for Services
CADD Computer Usage	\$10.00/hour
Field Computer Services	\$40.00/week
GPS Survey Equipment Services	\$40.00/hour

**Exhibit D
Equipment Rental Rates**



TYPE OF EQUIPMENT	DAY	WEEK	MONTH
4 Gas Range Meter CH4, H2S, CO, O2 (Sentinel 44)	\$75	\$200	\$500
Alpha - I Personal Sampling Pump	\$75	\$200	\$500
Disposable Bailer	\$20/each	n/a	n/a
CO2 Calorimetric Analysis Tubes	\$40	\$125	\$250
Downhole Camera	\$75/hr	n/a	n/a
Dupont Dosimeter Mark-3 (Personal Sample Pump)	\$50	\$150	\$300
Flow Calibrator (Gilian)	\$50	\$150	\$300
Gas Extraction Monitor (GEM 500 / 2000 / 2000 Plus)	\$125	\$350	\$900
Lung Sampler (Nutech 218)	\$100	\$300	\$800
Mini-Ram Data Logger	\$40	\$125	\$250
Mini-Ram Dust Meter	\$50	\$150	\$300
Organic Vapor Analyzer (OVA128)	\$125	\$400	\$1,000
Photo Ionization Detector (OVM580B)	\$125	\$400	\$1,000
Sample Train (Gas Extraction Pump)	\$50	\$150	\$300
Soil Auger/Sampler	\$30	\$90	\$180
Sounder (Liquid Level Indicator)	\$40	\$125	\$250
Horiba Meter	\$50	\$200	\$400
MiniRae 2000	\$75	\$200	\$500
GT Surveyor	\$75	\$200	\$500
Groundwater Sampling Equipment	\$30/hour	n/a	n/a
Company Vehicle	\$120	\$480	\$1,250
Field Sampling Supplies:	100/day	n/a	n/a
LEVEL C (Per Person)	\$150	n/a	n/a
Respirator with Cartridge (full or half faced)			
Tyvek Coveralls			
Outer Gloves			
Glove Liners			
Neoprene Boots			