

## **Stantec Consulting Services Inc.**

### **General Engineering and Construction Quality Assurance for the Union Mine Wastewater Treatment Facility Headworks Project**

#### **AGREEMENT FOR SERVICES #6919**

**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"), and Stantec Consulting Services Inc., a New York corporation duly qualified to conduct business in the State of California, whose principal place of business is 370 Interlocken Boulevard, Suite 200, Broomfield, Colorado 80021 and whose local address is 3875 Atherton Road, Rocklin, California 95765 (hereinafter referred to as "Consultant");

#### **R E C I T A L S**

**WHEREAS**, County has determined that it is necessary to obtain a Consultant to assist its Environmental Management Department in providing as-needed general engineering and construction quality assurance services for the Union Mine Wastewater Treatment Plant (WWTP) Headworks Project;

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with Labor Code, section 1775;

**WHEREAS**, County has determined that the provision of such services provided by Consultant are in the public's best interest, and requires specialty skills and qualifications not expressly identified in County classifications in accordance with El Dorado County Ordinance Code, section 3.13.030(b), El Dorado County Charter, section 210(b)(6) and/or Government Code section 31000;

**WHEREAS**, on June 30, 2022, Consultant was formally awarded for General Engineering and Construction Quality Assurance Services for the Union Mine Wastewater Treatment Facility Headworks Project, as the result of competitive Request for Proposals (RFP) #22-918-052;

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

## **ARTICLE I**

**Scope of Services:** Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant shall furnish, at Consultant's own cost and expense, all personnel, services, tools, vehicles, and equipment or any other materials, necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in the Scope of Work, and those services and tasks that reasonably necessary for the completion of the work identified in the Scope of Work. Consultant shall complete those services and tasks in accordance with Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof.

For each as-needed work assignment, the specific services for each assignment shall be determined at a meeting, by email, or telephone conference between County's Contract Administrator and Consultant. For each work assignment, Consultant shall provide a written quote to County's Contract Administrator. Upon receipt and approval of each quote, County's Contract Administrator will issue a separate written Work Order to Consultant for each as-needed work assignment identifying the work or other services to be performed, any required deliverables, including reports or other documents to be supplied in connection with the work assignment, a specific date by which the work shall be completed, and a not-to-exceed cost to complete the work. Consultant shall not commence work until receiving the written Work Order. With the exception of emergency Work Orders, no payment will be made for any work performed prior to the issuance of the written Work Order. No payment will be made for any work performed prior to approval and full execution of the Work Order or beyond the earlier of the expiration date of the Work Order or expiration of the underlying Agreement, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

In addition to the specific services identified in Exhibit A, this Agreement may also include additional scope of work items or Contingency Work. Such Contingency Work may supplement, expand, or otherwise modify the Scope of Work or may include tasks that are deemed critical by County's Contract Administrator to the furtherance of the project. Before proceeding with any work concerning Contingency Services under this Agreement, the parties shall identify the specific services to be provided for each assignment. The specific services for each Contingency Services work assignment shall be determined at a meeting, by email, or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff, and subconsultants, if applicable. Within an agreed timeframe as determined by County's Contract Administrator, following the meeting or telephone conference, 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, and a not-to-exceed cost itemization to complete the work (resulting in a Work Order), which shall

require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work.

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

Consultant acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with Tasks 1, 2, and 4 specified herein. No payment will be made for any work performed prior to the effective date of the Agreement.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft Office 365 applications (specifically, MS Word, MS Project, and MS Excel) and Auto Computer Aided Design (CAD). Signed reports shall be submitted in Adobe portable document format (PDF). All digital photographs shall be submitted 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. Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules. Failure to submit the required deliverable in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XXIV, Default, Termination, and Cancellation.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subconsultant if applicable, perform the services and tasks required under this Agreement accordingly. All of the services included in the Scope of Work, or in the individual Work Orders issued pursuant to this Agreement, 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. 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 II**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall expire on December 31, 2024.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of invoices identifying the services rendered.

For the purposes hereof, the billing rates for each task, including Contingency Services, shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof. The hourly rates listed in Exhibit B shall be in effect through December 31, 2023, and may be adjusted annually every January 1 thereafter, subject to a maximum of four percent (4%) increase upon thirty (30) day prior 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.

Reimbursement for mileage 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 expenses are incurred. There shall be no markups allowed on mileage rates for Consultant or for any subconsultant.

Other direct costs shall be invoiced at Consultant's cost, with a maximum markup amount of ten percent (10%), and a maximum markup amount of ten percent (10%) for subconsultants, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purposes of budgeting the Tasks in Exhibit A, the billing amounts for each Task are identified in Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C among the various Scope of Work Tasks, Direct Costs and Mileage, and Subconsultant's (excluding Contingency Services) identified therein, subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

The total amount of this Agreement shall not exceed \$518,600, inclusive of all Work Orders and amended Work Orders, all work of subconsultants, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

Itemized invoices shall follow the format specified by County and shall reference this Agreement 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  
Environmental Management Department  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: Monica Smithcamp, Administrative Analyst

or to such other location as County directs.

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

#### **ARTICLE IV**

**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 V**

**Prevailing Wage:** County requires Consultant's services on public works project(s) involving local, state and/or federal funds to which prevailing wage requirements may apply. As a consequence, Consultant 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 shall apply. Consultant 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's Environmental Management Department. Changes, if any, to the general prevailing wage rates will be available at the same location.

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 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 any subconsultant

authorized under this Agreement shall also conform to and be bound by the provisions of Labor Code sections 1810 through 1815.

## **ARTICLE VI**

**Apprentices:** Attention is directed to Labor Code sections 1777.5, 1777.6, and 1777.7 and Title 8, California Code of Regulations section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Consultant or subconsultant should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on this Agreement. Responsibility for compliance with this Article lies with Consultant.

It is County policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

## **ARTICLE VII**

**Certified Payroll:** As required under the provisions of Labor Code section 1776, Consultant and any subconsultants, if any are authorized herein, shall keep accurate payroll records as follows:

- A. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant or subconsultants in connection with the services provided under this Agreement.
- B. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Consultant as follows:
  1. Make available or furnish to the employee or his or her authorized representative on request.
  2. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
  3. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Consultant, subconsultant, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Consultant.

4. All Consultants and subconsultants must furnish electronic certified payroll records directly to the Department of Industrial Relations.

## **ARTICLE VIII**

### **Protection of Facilities:**

- A. Consultant shall exercise care to prevent damage to the existing building, grounds, and property while performing the Work. Any damage caused as a result of Consultant's operations shall be repaired back to its original condition by Consultant at no additional cost to County.
- B. Consultant shall provide for continuous County occupancy and operation of the facility for the duration of the project.
- C. Consultant shall provide for public use, and shall limit access to the facility as directed by County's Contract Administrator.
- D. Consultant shall provide for work by other Consultants and County.
- E. Consultant shall coordinate the use of the premises, including the storage of materials, tools, and equipment with County's Contract Administrator.

## **ARTICLE IX**

**Safety:** Consultant shall maintain safe conditions at the job site for the duration of the Work for the public, County staff, and all persons performing the Work. Contractor shall comply fully with all laws, orders, citations, rules, regulations, standards, and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices. Contractor shall be solely responsible for providing a safe place to work for its employees and for employees of its subcontractors and suppliers or material and equipment, for adequacy of and required use of all safety equipment, and for full compliance with aforesaid laws, orders, citations, rules, regulations, standards, and statutes. Other safety measures shall include, but not be limited to the following:

- A. Providing safe accessibility to all building entrances, keeping all sidewalks, active doors, corridors or other walkways, driveways, or any emergency vehicle access clear for the duration of the project, provided those locations fall within Consultant's scope of work, provided those locations fall within Consultant's scope of work.
- B. Keeping flammable rags, if applicable, in a sealed container and removing them from the site at the end of each workday.

## **ARTICLE X**

**Registration of Consultants:** No Consultant or subconsultant may bid on any public work project, be listed in a bid proposal for any public works project or engage in the performance of any contract for public work unless registered with the Department of

Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1. Public work projects are subject to compliance, monitoring, and enforcement by the Department of Industrial Relations.

Consultant shall post job site notices as prescribed by Title 8 of California Code of Regulations section 16451.

#### **ARTICLE XI**

**Records Examination and Audit Requirements:** Consultant and its subconsultants, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the various aspects of the Agreement. In accordance with Government Code section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the California State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers, and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

#### **ARTICLE XII**

**Payment of all Federal, State or Local Taxes:** Any federal, state, or local tax payable on the articles furnished by Consultant under this Agreement shall be included in rates quoted herein and shall be paid by Consultant.

#### **ARTICLE XIII**

**Compliance with all Applicable Laws:** Consultant shall conform to and abide by all applicable federal, state, and local building, labor, environmental and safety laws, ordinances, rules, and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, any directions, plans or specifications provided to Consultant, is to be construed to permit work not conforming to these codes.

#### **ARTICLE XIV**

**Reporting Accidents:** Consultant shall prepare and submit to County (within twenty-four [24] hours of such incidents) reports of accidents at the site and anywhere else work under this Agreement is in progress in which bodily injury is sustained or property loss in excess of five hundred dollars (\$500.00) occurs.

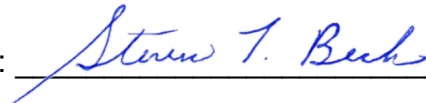
#### **ARTICLE XV**

**Workers' Compensation:** Consultant shall comply with Labor Code section 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.



## CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

Signed: 

Dated: 12/16/2022

### ARTICLE XVI

**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 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 prior 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 XVII

**Consultant's Project Manager:** Consultant designates Beth Cohen, P.E., Senior Engineer, 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, if any, including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by this Agreement; (2) reviewing, monitoring, training, and directing Consultant's personnel and any authorized subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work.

### ARTICLE XVIII

**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 subconsultants, which shall be established at the issuance of individual Work Orders,

without prior written approval by County's Contract Administrator.

#### **ARTICLE XIX**

**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 understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

#### **ARTICLE XX**

**Confidentiality:** Consultant and any subconsultants authorized under this Agreement 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, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly, or indirectly at any time, any said confidential information, other than to County's Environmental Management Department or to such other person with County's consent 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 XXI**

**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. County may, at its sole discretion, through its Contract Administrator, authorize Consultant to utilize subconsultants for services performed in ARTICLE I, Scope of Work, for the particular tasks, work and deliverables identified therein. Said authorization and approval shall be sought and obtained by Consultant prior to subconsultants' commencement of any work under 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.

#### **ARTICLE XXII**

**Independent Consultant:** The parties intend that an independent Consultant relationship will be created by this contract. 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, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this

Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subconsultant or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter and shall not make any agreements or representations on the County's behalf.

### **ARTICLE XXIII**

**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 and any Work Orders issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XXIV**

### **Default, Termination, and Cancellation:**

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
  2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
3. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
  3. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  4. A violation of ARTICLE XXXVI, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement immediately 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 issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Work Order or the total amount of the 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.

#### **ARTICLE XXV**

**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  
Environmental Management Department  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Jeffrey Warren  
Director

With a copy to:

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement & Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Stantec Consulting Services Inc.  
3875 Atherton Road  
Rocklin, California 95765

Attn.: Steven L. Beck, Senior Principal

or to such other location as Consultant directs.

#### **ARTICLE XXVI**

**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 XXV, 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 XXVII**

**Indemnity:** To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's 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 the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

#### **ARTICLE XXVIII**

**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 (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent Consultants' liability and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- 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, inclusive of the guarantee/warranty period specified hereinbelow. 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 thirty (30) days 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 in respect to 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 in respect to 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.



- P. 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 XXIX**

### **Provisions for Non-Federal Entity Contracts:**

- A. This Agreement includes provisions as set forth in Exhibit D, marked "2 CFR Appendix II to Part 200 Non-Federal Entity Contracts Under Federal Awards," incorporated herein and made by reference a part hereof.
- B. This Agreement includes clause 52.204-13 found at the Federal Acquisition Regulations System, Part 52, subpart 52.2, as set forth in Exhibit E, marked "52.204-13 System for Award Management Maintenance," incorporated herein and made by reference a part hereof.

## **ARTICLE XXX**

**Licenses:** Consultant warrants and represents that it holds a valid California license pursuant to the Consultants' State License Law (Business and Professions Code section 7000, et seq.), that its license is in good standing and that it possesses a Class A General Engineering Consultant License as required by the categories and types of work to be performed under this Agreement. Copies of Consultant's State Consultants' license(s) must be provided with this Agreement.

In addition, Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

## **ARTICLE XXXI**

**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 and any of its subconsultants employed under this Agreement 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 XXXII**

**Environmental and Toxic Warranty:** Consultant warrants that its operations concerning the services and materials provided under this Agreement are not and will not be in

violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

### **ARTICLE XXXIII**

#### **Guarantees:**

- A. Consultant shall guarantee all materials, parts and equipment furnished and work performed for a period of one (1) year. Consultant warrants and guarantees for a period of one (1) year from the date of invoice that the work is free from all defects due to faulty materials or workmanship and Consultant shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the work resulting from such defects at no cost to County. County will give notice of observed defects with reasonable promptness. In the event that Consultant should fail to make such repairs, adjustments or other work that may be made necessary by such defects, County may do so and charge Consultant the cost thereby incurred.
- B. If a guaranty exceeding one (1) year is provided by the supplier or manufacturer of any parts or equipment used in the performance of services under this Agreement, then the guarantee for such materials shall be extended for such term. Consultant expressly agrees to act as co-guarantor of such parts, equipment and materials, and Consultant shall supply County with all warranty and guaranty documents relative to parts, equipment and materials incorporated in the services provided and guaranteed by its suppliers or manufacturers.
- C. Consultant warrants to County that materials, parts, and equipment furnished under this Agreement will be of good quality and new, unless otherwise required or permitted by the Agreement, that the work performed will be free from defects or flaws and is of the highest quality of workmanship and that the services provided will conform with the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

### **ARTICLE XXXIV**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities,

expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

#### **ARTICLE XXXV**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

#### **ARTICLE XXXVI**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XXIV, Default, Termination, or Cancellation.

#### **ARTICLE XXXVII**

##### **Nondiscrimination:**

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant and its

subconsultants, if any, shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees, subconsultants, and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, military and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation. Consultant and its subconsultants shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code section 12990 and Title 2, California Code of Regulations, section 8103.

#### **ARTICLE XXXVIII**

**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 XXXIX**

**County Payee Data Record Form:** All independent Consultants 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 XL**

**Resolution of Claims:** Consultant's attention is invited to Public Contract Code section 20104, et seq., for resolution of construction claims, and specifically section 20104.2. Claims pertaining to this Agreement shall be governed by the provisions of those sections.

Your attention is directed to Public Contract Code section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within forty-five (45) days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, section 9204 requires submission of the claim to nonbinding mediation. Additionally, section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within sixty (60) days of the public entity's written response and to pay interest at the rate of seven percent (7%) per annum on any amounts not paid in a timely manner. The claims procedures described herein and in any other contract documents are in addition to the procedures required by section 9204 and, in the event of a conflict between those various procedures, the more stringent procedures will control.

#### **ARTICLE XLI**

**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 XLII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Jeffrey Warren, Director, Environmental Management Department, or successor.

#### **ARTICLE XLIII**

**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 XLIV**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

#### **ARTICLE XLV**

**Partial Invalidity:** If any provision, sentence, or word of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions,

sentences, or words will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XLVI**

**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 XLVII**

**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 XLVIII**

**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.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement for Services #6919 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- STANTEC CONSULTING SERVICES INC. --**

By: *Steven L. Beck*  
Steven L. Beck  
Senior Principal  
"Consultant"

Dated: 12/16/2022

# Stantec Consulting Services Inc.

## Exhibit A

### Scope of Work

Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, on for County's Environmental Management Department in relation to the Union Mine WWTP Headworks Project. Services shall be as outlined below:

#### **Task 1: Project Management**

Consultant shall coordinate the design work and provide project administrative services including monitoring and control of budget for each major task of work and providing quality assurance and quality control activities.

Consultant shall conduct a project kick-off meeting with the County to review the project scope, deliverables, and schedule. Consultant shall meet with County staff to confirm the recommendations from the 2019 Preliminary Design Report and to discuss details of proposed improvements, including process technology, equipment manufacturers, design criteria, capacity, location of new facilities, and construction sequencing considerations. Consultant shall incorporate the final recommendation into a Basis of Design Memorandum, prior to commencing detailed design.

Consultant shall use Microsoft Teams (or other online format) to conduct three (3) progress meetings during detailed design (after sixty [60%] and ninety [90%] percent progress submittals and after final completion).

Consultant shall complete quality control reviews and constructability reviews of the drawings, specifications, and other bidding documents between the sixty (60%) and ninety (90%) percent progress submittals. Consultant shall review documents for correctness, completeness, and coordination with other documents and between disciplines. The Quality Assurance/Quality Control (QA/QC) process shall involve senior engineers and construction managers. The final QA/QC by senior staff shall be completed between the ninety (90%) percent and final submittal.

#### ***Deliverables***

- One (1) Kick-off meeting agenda and notes (PDF file)
- Design progress meetings agendas and meeting notes (budget limit of three [3], PDF file)
- Design schedule updates (budget limit of three [3], PDF file)
- Monthly invoices and project updates (PDF file)
- One (1) Basis of Design Memorandum (PDF File)



## Task 2: Detailed Design

Consultant shall prepare design drawings and specifications and prepare final bid documents.

Consultant shall hire a subconsultant to provide a topographic survey of the tank boundary to provide an accurate site map suitable to prepare site layout and design drawings for the detailed design of the storage tank. The survey shall provide topographic mapping of the site layout at a scale of one-inch (1") = twenty feet (20') with one-foot (1') contours. Topographic elements should include dirt spot shots, grade breaks, trees larger than 6-inches diameter, rock outcroppings, building corners, concrete slab elevation of existing facilities, visible utilities, vaults, culverts, edges of pavement, driveways, concrete, ditches, and drainage structures within the mapping corridor.

Consultant shall hire a subconsultant to prepare a geotechnical report. Field exploration, laboratory analysis, and engineering evaluations shall be completed under this task. Based on the findings of the boring log sample and lab analysis, a geotechnical design recommendation shall be provided in the report, including design parameters for structural foundations, dewatering, excavation and backfill. Subconsultant shall perform one (1) auger boring log sample within the new headworks area.

Consultant shall prepare design drawings and specifications. Consultant shall prepare technical specifications in 5-digit Construction Specifications Institute (CSI) format using Microsoft Word. Consultant shall prepare Engineers Joint Contract Documents Committee (EJCDC) front-end specifications for the bid documents using Microsoft Word. Consultant shall prepare drawings using AutoCAD and final construction drawings will be stamped and signed by the design engineer.

Consultant shall provide County staff with a design submittal package, including the construction contract drawings and specifications, at sixty (60%) and ninety (90%) percent complete. The deliverable shall include an engineer's estimate of the probable construction costs. Consultant shall incorporate County comments prior to submitting ninety (90%) percent submittal package. After receiving County review comments on the ninety (90%) percent submittal package, Consultant shall incorporate these comments and prepare a Final Bid Documents package for County approval.

After County approval of the drawings and specifications, Consultant shall print and deliver the Final Bid Documents.

### ***Deliverables***

- One (1) Topographic Survey (CAD file)
- One (1) Geotechnical Report (electronic PDF file)
- One (1) Sixty Percent (60%) Complete Progress Submittal Package and Cost Estimate (electronic PDF files)
- One (1) draft of Ninety Percent (90%) Progress Complete Submittal Package and Cost Estimate for County review (Microsoft Word file)

- One (1) final draft of Ninety Percent (90%) Progress Complete Submittal Package and Cost Estimate incorporating County comments (electronic PDF files)
- Final Bid Documents (2 hard copies and electronic PDF files)

### **Task 3: Bidding Services**

No scope of service is proposed at this time. Consultant shall assist and/or provide agreed services upon request at an agreed-upon fee or time and materials. A written Work Order shall be issued for any required services.

### **Task 4: Engineering Services During Construction**

Consultant shall prepare and reproduce conformed drawings and specifications to include changes made to the documents through addenda issued during bidding. The conformed documents are intended to provide clear consolidation of project requirements for use by the separately contracted Construction Management (CM) team and Project Contractor, to reduce the need for clarification request and the potential for misunderstandings. Consultant shall provide one half-size drawing set.

Consultant's Project Manager shall attend one (1) preconstruction meeting with County staff and the Project Contractor selected for the Union Mine WWTP Headworks Improvements Project.

During construction, Consultant shall attend weekly progress meetings (via teleconference or video conference) with the County staff and Project Contractor to enable timely and effective resolution of important matters and to confirm compliance of constructed work with the design intent. This scope includes electronic attendance of fifty-two (52) weekly progress meetings.

During construction, Consultant shall conduct special construction observations, including up to four (4) site visits throughout construction.

Upon receipt from the CM Team, Consultant shall review material, equipment, and operation manual submittals (up to fifty [50] submittals and twenty-five [25] resubmittals) for compliance with the contract documents and the design intent. Review comments shall be conveyed to the Construction Manager for processing and distribution. Consultant shall review and return submittals to the Construction Manager within thirty (30) days unless an earlier reply is requested on selected submittals.

Consultant shall respond in writing and in a timely manner to up to fifty (50) Requests for Information (RFI) from the Project Contractor. RFI's shall be reviewed and returned to the Construction Manager. Consultant shall respond to RFI's in writing within seven (7) calendar days, unless an earlier reply is requested on selected RFI's.

Consultant shall assist with the technical review, drawings, and specifications for up to five (5) change orders prepared by the Construction Manager. It is assumed the Construction Manager will be responsible for preparing the change order document and negotiating the change order cost with the Consultant.

Consultant shall witness factory acceptance testing for the Motor Control Center (MCC) equipment. Factory test data from other equipment manufacturers shall be submitted to the Design Engineer for review by the manufacturers – these tests shall not be witnessed by Consultant.

Consultant shall provide design support staff for two (2) trips during the Consultant startup procedure. Consultant shall assist the County in the orderly startup of new equipment. Consultant's Design Engineer shall provide a final site inspection after substantial completion, to help generate a final punch-list for Consultant completion. Up to three (3) trips to the site are included in this task.

Consultant shall prepare the one (1) draft chapter to supplement the existing WWTP Operations and Maintenance (O&M) Manual (existing formatting and chapters will not be modified). New chapter shall be developed only for new processes (headworks screening and grit removal system). Draft copies of the new chapter will be sent electronically (PDF) for County review.

Consultant shall prepare three (3) half-size as-built record drawings based on the markups from the Consultant and Construction Manager. It is expected that the Construction Manager will verify that the as-built markups prepared by the Consultant are accurate and correct.

***Deliverables:***

- One (1) one half-size set of conformed drawings and specifications
- One (1) PDF file of the conformed set for any further County or Consultant reproduction.
- Review and provide written responses electronically for up to fifty (50) submittals and twenty-five (25) resubmittals.
- Respond in writing electronically to up to fifty (50) RFIs.
- Respond in writing electronically to up to five (5) change orders.
- One (1) electronic copy (PDF) of the draft O&M manual chapters for County comments
- One (1) final hard copy and electronic copy O&M manual (new chapter only) incorporating County comments
- Three (3) hard copies of the new O&M manual chapter
- One (1) electronic (PDF) file of the final O&M manual
- Three (3) half-size drawing sets and PDF files of as-built record drawings

### **Contingency Work:**

County may require Consultant to perform additional Contingency Work. Such Contingency Work may supplement, expand or otherwise modify the Scope of Work, but not be limited to, tasks that are deemed critical by County's Contract Administrator. If Consultant's services are required for Contingency Work, County's Contract Administrator will issue separate Work Orders for Consultant to perform those tasks in accordance with the provisions of this Agreement.

For the purposes hereof, Contingency Services, if authorized, shall be billed in accordance with Exhibit "B" marked "Rate Schedule," incorporated herein and made by reference a part hereof, and shall not exceed \$36,355.

### **Assumptions:**

1. County will pay for newspaper advertising separately.
2. Supervisory Control and Data Acquisition (SCADA) integration/programming/support will be provided by others.
3. County will provide daily inspection activities.
4. Consultant has the right to rely upon data provided by the County and Consultant.
5. Construction materials testing and construction staking services are not included in this scope of services.
6. Equipment training will be provided by the equipment suppliers.
7. County will provide Consultant with existing O&M manual chapters (for the headworks), for updating.
8. Wage compliance and review of certified payroll reports will be provided by others.
9. Stormwater Pollution Protection Plan (SWPPP) Services are to be provided by others. The impacted area for this project is lower than the threshold required for development of an SWPPP. The Consultant will be required to utilize Best Management Practices for erosion control during construction.
10. Services related to contract review, bidding irregularities, protests, claims, and related items are excluded from this scope of work

# Stantec Consulting Services Inc.

## Exhibit B

### Rate Schedule

<b>Description</b>	<b>Hourly Rate Range</b>
<p>Senior Level Management under review by Vice President or higher</p> <ul style="list-style-type: none"> <li>❑ Recognized as an authority in a specific field with qualifications of significant value</li> <li>❑ Responsible for long range planning within a specific area of practice or region</li> <li>❑ Makes decisions which are far reaching and limited only by objectives and policies of the organization</li> <li>❑ Plans/approves projects requiring significant human resources or capital investment</li> <li>❑ Graduate from an appropriate post-secondary program, with credentials or equivalent</li> <li>❑ Generally, fifteen years' experience with extensive professional and management experience</li> </ul>	<p>\$262 - \$298</p>
<p>Senior Level Consultant or Management</p> <ul style="list-style-type: none"> <li>❑ Recognized as an authority in a specific field with qualifications of significant value</li> <li>❑ Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise</li> <li>❑ Independently conceives programs and problems for investigation</li> <li>❑ Participates in discussions to ensure the achievement of program and/or project objectives</li> <li>❑ Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects</li> <li>❑ Graduate from an appropriate post-secondary program, with credentials or equivalent</li> <li>❑ Generally, more than twelve years' experience with extensive experience</li> </ul>	<p>\$237 - \$261</p>
<p>Highly Specialized Technical Professional/Supervisor of groups of professionals</p> <ul style="list-style-type: none"> <li>❑ Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise</li> <li>❑ Participates in short- and long-range planning to ensure the achievement of objectives</li> <li>❑ Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures</li> <li>❑ Reviews and evaluates technical work</li> </ul>	<p>\$200 - \$226</p>

<ul style="list-style-type: none"> <li>❑ Graduate from an appropriate post-secondary program, with credentials or equivalent</li> <li>❑ Generally, ten to fifteen years' experience with extensive, broad experience</li> </ul>	
<p>First Level Supervisor of first complete level of specialization</p> <ul style="list-style-type: none"> <li>❑ Provides applied professional knowledge and initiative in planning and coordinating work programs</li> <li>❑ Adapts established guidelines as necessary to address unusual issues</li> <li>❑ Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment</li> <li>❑ Graduate from an appropriate post-secondary program, with credentials or equivalent</li> <li>❑ Generally, five to nine years' experience</li> </ul>	<p>\$171 - \$190</p>
<p>Fully qualified professional position</p> <ul style="list-style-type: none"> <li>❑ Carries out assignments requiring general familiarity within a broad field of the respective profession</li> <li>❑ Makes decisions by using a combination of standard methods and techniques</li> <li>❑ Actively participates in planning to ensure the achievement of objectives</li> <li>❑ Works independently to interpret information and resolve difficulties</li> <li>❑ Graduate from an appropriate post-secondary program, with credentials or equivalent</li> <li>❑ Generally, three to six years' experience</li> </ul>	<p>\$142 - \$160</p>
<p>Junior Level Position</p> <ul style="list-style-type: none"> <li>❑ Independently carries out assignments of limited scope using standard procedures, methods and techniques</li> <li>❑ Assists senior staff in carrying out more advanced procedures</li> <li>❑ Completed work is reviewed for feasibility and soundness of judgment</li> <li>❑ Graduate from an appropriate post-secondary program or equivalent</li> <li>❑ Generally, one to three years' experience</li> </ul>	<p>\$116 - \$137</p>

**Mileage Reimbursement**

Reimbursement for mileage expenses for Consultant and subconsultants shall be compensated in accordance with all of the provisions of ARTICLE III, Compensation for Services, of this Agreement.

**Direct Costs and Subconsultant Markup**

Direct costs and subconsultants' services shall be invoiced at Consultant's cost, with a maximum markup amount of ten percent (10%) for direct costs and a maximum markup amount of ten percent (10%) for subconsultants, for the services rendered. Any invoices that include direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

**Rate Increases**

The hourly rates listed in this Exhibit may be adjusted annually each January 1 (beginning January 1, 2024) and are subject to a maximum of four percent (4%) increase upon thirty (30) day prior 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.

# Stantec Consulting Services Inc.

## Exhibit C

### Cost Estimate

<u>Description</u>	<u>Cost</u>
Task 1: Project Management	\$ 11,593
Task 2: Detailed Design	\$ 220,012
Task 3: Bid Period Services*	\$ 0
Task 4: Engineering Services During Construction	\$ 207,612
	Subtotal: \$ 475,572
	Subconsultants: \$ 33,000
	Direct Costs and Mileage: \$ 10,028
	Contingency Services \$ 36,355
	<b>Total Cost: \$ 518,600</b>

\*Time and materials, to be taken out of Contingency allowance if applicable. The hourly rates shall be billed in accordance with the rates listed on Exhibit B.

All expenses and their distribution among tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Scope of Work tasks, Direct Costs and Mileage, and Subconsultants identified herein (excluding Contingency Services), subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

**Contingency Services:** For the purposes hereof, Contingency Services, if authorized, shall not exceed \$36,355.



# Stantec Consulting Services Inc.

## Exhibit D

### 2 CFR Appendix II to Part 200 Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), 12935, [3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) [Davis-Bacon Act](#), as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the [Davis-Bacon Act](#) ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Consultants must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Consultants must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Consultants and Subconsultants on Public Building or Public Work Financed in Whole or in Part

by Loans or Grants from the United States”). The Act provides that each Consultant or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Consultant must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H) Debarment and Suspension (Executive Orders 12549 and 12689) -** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the

names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020.

# Stantec Consulting Services Inc.

## Exhibit E

### 52.204-13 System for Award Management Maintenance

As prescribed in 4.1105(b), use the following clause:

System for Award Management Maintenance. (Oct 2018)

(a) Definitions. As used in this clause—

*Electronic Funds Transfer (EFT) indicator* means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

*Registered in the System for Award Management (SAM)* means that—

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

*System for Award Management (SAM)* means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain *subcontracts*, and certain types of Federal financial and non-financial assistance and benefits.

*Unique entity identifier* means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing *unique entity identifiers*.

(b) If the solicitation for this contract contained the provision 52.204-7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM

within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d)

(1)

(i) If a Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) *Contractors* may obtain additional information on registration and annual confirmation requirements at <https://www.sam.gov>.

(End of clause)

**Parent topic:** [52.204 \[Reserved\]](#)