

and Cancellation, herein.

ARTICLE XXXI

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant 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 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 shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 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 11102.

ARTICLE XXXII

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 XXXIII

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 XXXIV

Resolution of Claims: Consultant's attention is invited to Public Contract Code Sections 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 California 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 XXXV

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 XXXVI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Greg Stanton, REHS, Director, Environmental Management Department, or successor.

ARTICLE XXXVII

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 XXXVIII

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 XXXIX

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 XL

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 XLI

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 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Purchasing Agent
"County"

-- TETRA TECH BAS, INC. --

By: _____

Dated: _____

Christine Arbogast
President
"Consultant"

By: _____

Dated: _____

Jeff M. Willaims
Vice President

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 County's Environmental Management Department, 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 herein. Services shall be as outlined below, and generally include, but shall not be limited to:
1. Definition of Project Specific Scope of Work, Work Activity Schedule, and Cost: On a task-by-task basis, County and Consultant shall define Consultant's staff and subconsultants to be assigned to each work task. Interviews with specific staff shall be arranged as 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 a not-to-exceed cost estimate to complete the entire work task which will result in a written Work Order. Commencement of the work shall require written approval and written authorization by County's Contract Administrator prior to commencement of the work. No payment will be made for any work performed prior to the execution of the written Work Order.
 2. Prior to Construction: Consultant shall discuss and/or 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, equipment, and to define the roles and responsibilities of both County and Consultant and what interaction Consultant shall have with County. Construction and documentation management, as well as lines of communication, shall be established and agreed to in writing between County and Consultant prior to Consultant's commencement of work.
 3. Notice to Proceed: Upon receipt of a fully-executed Work Order, unless otherwise indicated, Consultant shall assign personnel to the subject project and ensure that they report, as assigned, with all of the necessary equipment to complete the work in a timely fashion.

4. Contact/Reporting: Upon assignment of project, Consultant shall meet with County either in person or by telephone, weekly at a minimum or more often as determined by County.
5. Inspection Responsibilities: To the extent determined by Consultant and County to be necessary as to each work assignment, 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 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 shall be in accordance with the contract documents and County standards.
6. Permits and Approvals: To the extent necessary in relation to any particular work assignment, Consultant shall be responsible for obtaining all permits and approvals necessary to complete the work 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 any other sensitive issues as they occur.
8. Period of Performance: The period of performance for Work Orders shall be in accordance with the dates specified in each individual Work Order. No payment will be made for any work performed after the period of performance specified in the Work Order, unless County's Contract Administrator and Consultant extend the period of performance by prior written amendment to the Work Order prior to the expiration date of the Work Order.
9. Work Order Amendments: Any Work Order amendments must be in writing and fully-executed by County and Consultant. No Work Order will be written that extends beyond the expiration date of the Agreement or that exceeds the total amount of the Agreement.

- B. Consultant shall attach a copy of each Work Order as backup documentation to any invoice(s) submitted for payment under the terms of the 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 services included in this Exhibit, 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, if any are authorized, for services rendered under this Agreement.

Tetra Tech BAS, Inc.

Exhibit B

Rate Schedule

All of Consultant's services, inclusive of any and all Work Orders issued pursuant to this Agreement, shall be in accordance with the following rates.

Personnel:

Classification	Hourly Rate
Administrative Assistant	\$89
CAD Operator / CAD Designer I	\$96
Chief Engineering Technician	\$155
Chief of Survey Parties	\$178
Construction Engineering Technician	\$168
Construction Manager I	\$189
Construction Manager II	\$205
Construction Supervisor	\$178
Designer	\$148
Division Engineer I	\$237
Division Engineer II	\$248
Drafter / Senior CAD Designer I	\$122
Engineer	\$99
Engineer I	\$110
Engineer II	\$122
Engineer III	\$136
Engineer IV	\$150
Engineer V	\$165
Engineer VI	\$180
Engineer VII	\$194
Engineering Technician / Engineer Technician	\$53
Engineering Technician I / Technician I	\$80
Engineering Technician II / Technician II	\$94
Engineering Technician III / Sr. Technician I	\$105
Engineering Technician IV / Sr. Technician II	\$125
Engineering Technician V / Sr. Technician III	\$136
Environmental Specialist / Scientist	\$99
Environmental Specialist / Scientist I	\$111
Environmental Specialist / Scientist II	\$122
Environmental Specialist / Scientist III	\$138
Environmental Specialist / Scientist IV	\$152
Environmental Specialist / Scientist V	\$160
Landscape Architect I	\$160
Landscape Architect II	\$194

Planner	\$103
Planner I	\$123
Planner II	\$138
Planning Manager	\$160
Principal	\$292
Principal Construction Manager	\$262
Principal Engineer	\$272
Principal Solid Waste Planner	\$258
Project Clerk	\$78
Project Coordinator	\$133
Project Data Analyst	\$73
Project Designer	\$178
Project Manager	\$159
Project Manager I	\$169
Project Manager II	\$194
Project Manager III / Client Manager I	\$204
Project Manager IV / Client Manager II	\$214
Project Manager V	\$224
Project Office Services Clerk	\$89
Regulatory Compliance Manager	\$185
Regulatory Compliance Specialist I	\$146
Regulatory Compliance Specialist II	\$160
Program Director	\$278
Senior CAD Operator / CAD Designer II	\$107
Senior Construction Manager	\$238
Senior Designer / CAD Manager	\$161
Senior Drafter / Senior CAD Designer II	\$133
Senior Engineer I	\$214
Senior Engineer II	\$224
Senior Environmental Scientist	\$191
Senior Environmental Specialist	\$168
Senior Planner	\$171
Senior Principal	\$306
Senior Project Coordinator	\$153
Senior Project Designer	\$194
Senior Project Manager / Client Manager III	\$234
Senior Regulatory Compliance Specialist	\$176
Principal Geologist	\$262
Project Geologist	\$152
Project Geologist I	\$168
Project Geologist II	\$178
Senior Geologist I	\$187
Senior Geologist II	\$199
Senior Geologist III	\$208
Soils / Asphalt / Field Technician	\$105

Soils / Asphalt / Field Technician – Prevailing Wage	\$123
Staff Geologist I	\$124
Staff Geologist II	\$134
Staff Geologist III	\$145
Supervising Geologist	\$237
1-Man Surveying Party with GPS	\$215
2-Man Surveying Party	\$319
Overtime - Weekdays (8+hours/day) and Weekends*	1.5 x hourly rate
<i>* Subject to prior written approval by County's Contract Administrator, or designee.</i>	
Court Appearance (Expert Witness / Deposition)	1.5 x hourly rate

Direct Expenses:

Other Direct Costs (Sample Only)	Rate
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.
Mileage	Per Agreement
Company Vehicles	\$15.00/hour
Survey Vehicles	\$15.00/hour
Other Out-of-Pocket Expenses / Supplies / Travel	Cost + 15%
Equipment Usage	See Rental Rates Below
Sub-consultants / Outside Services	Cost + 15%
Construction Services	Cost + 15%
Per Diem and Travel Costs	Per Agreement
CADD Computer Usage	\$10.00/hour
Field Computer Services	\$40.00/week
GPS Survey Equipment Services	\$200.00/week

Equipment Rental Rates:

Type of Equipment	Day	Week	Month
4 Gas Range Meter, CH4, H2S, CO, O2 (Sentinel 44)	\$75	\$200	\$500
Alpha – 1 Personal Sampling Pump	\$75	\$200	\$500
Disposable Bailer	\$20/each	n/a	n/a
CO2 Calorimetric Analysis Tubes	\$40	\$125	\$250
Downhole Camera	\$75/hour	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 PPE (Per Person) Respirator with Cartridge (full or half-faced), Tyvek Coveralls, Outer Gloves, Glove Liners, Neoprene Boots	\$150	n/a	n/a
Sand Cone or Nuclear Density Gauge	\$8/hour	n/a	n/a
Hand Auger and Soil Sampling Equipment	\$50	n/a	n/a
BAT Permeameter	\$180	n/a	n/a
Inclinometer Read Unit	\$400	n/a	n/a
Floor Level Manometer	\$50	n/a	n/a
Moisture Vapor Emission Test Kit (material only)	\$40/kit	n/a	n/a
Field Inspection Kit (camera, recorder, GPS)	\$35	n/a	n/a

Other Direct Costs Markup

Other direct costs, including those listed above, shall be invoiced at Consultant's cost, with a maximum markup amount of fifteen percent (15%), for the services rendered, unless federal grant funding is utilized to support the authorized Work Order. When federal grant funding is utilized to support the authorized Work Order, other direct costs shall be invoiced at Consultant's cost, without markup, 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.

Mileage/Travel Reimbursement:

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

Rate Increases:

The hourly rates listed in this Exhibit may be adjusted annually each October 1st and are subject to a maximum increase of five percent (5%) upon thirty (30) days 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.