

# ATTACHMENT B

Agreement No. D09-122  
Revised 4-1-09

## A G R E E M E N T

**THIS AGREEMENT**, hereinafter referred to as "**AGREEMENT**," for purposes of identification hereby numbered D09-122, and dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ is

### BY AND BETWEEN

Orange County Flood Control District, a body corporate and politic, hereinafter referred to as "OCFCD"

### AND

MWH Americas, Inc., a California Corporation, hereinafter referred to as "A/E",

which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES"

## RECITALS

**WHEREAS**, OCFCD requires professional services to accomplish projects and/or services ("PROJECTS/SERVICES") as described in **the Scope of Work for Construction Management Support Services for the SARI Line**, hereinafter referred to as "Exhibit A," attached hereto and incorporated herein by reference;

**WHEREAS**, A/E is a firm whose principals are, as required by law, registered by the State of California for the practice of Civil Engineering, Mechanical Engineering, Electrical Engineering, Corrosion Engineering, Architecture, Landscape Architecture, or Land Surveying; and

**WHEREAS**, the Orange County Sanitation District ("OCSD") is an intended third party beneficiary of this AGREEMENT.

**NOW, THEREFORE, IT IS AGREED** by and between the parties hereto as follows:

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## A. Retainer

1. OCFCD does hereby retain A/E to perform the PROJECTS/  
SERVICES as required by this AGREEMENT.

2. A professional, duly registered in the State of  
California, who shall be assigned to PROJECTS/SERVICES and whose services are  
offered by A/E and accepted by OCFCD is Mr. David Mosher, P.E.

3. A/E may employ special consultants/contractors for the  
accomplishment of the PROJECTS/SERVICES specified; and, it is agreed that  
only the following firms or independent consultants/contractors are to be  
employed to provide these PROJECTS/SERVICES, and that the aggregate money  
value of their PROJECTS/SERVICES shall not constitute more than forty-nine  
percent (49%) of the total amount of PROJECTS/SERVICES required under this  
AGREEMENT:

a. RBF Consulting, Inc.

b. CPM, Inc.

c. Vizion

d. Wieland Acoustics

4. Consultants/contractors may be substituted and/or added  
by mutual AGREEMENT of A/E and the Director, County of Orange, OC Public  
Works or his designee, hereinafter referred to as "DIRECTOR."

5. A/E's employment of independent consultants/contractors shall  
not relieve A/E from the performance of its own responsibilities pursuant to  
this AGREEMENT. However, all consultants/contractors independently  
contracting with OCFCD shall be independently liable to OCFCD for the  
performance of the work pursuant to their agreements, and A/E shall have no  
liability for work by contractors independently contracting with OCFCD.

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## B. PROJECTS/SERVICES

### 1. Description of PROJECTS/SERVICES

a. PROJECTS/SERVICES to be performed by A/E shall consist of the work as specified herein and as required in Exhibit A. If in the event Exhibit A shall be in conflict with any provision of this AGREEMENT, the wording as set forth in Exhibit A shall prevail.

b. A/E shall be responsible for submitting all PROJECTS/SERVICES to OCFCD in a form which has been thoroughly reviewed and checked for completeness, accuracy and consistency by the registered professional named in Section A herein; and, any PROJECTS/SERVICES not meeting this requirement will be returned to A/E prior to review by OCFCD.

### 2. Design Criteria and Standards

All PROJECTS/SERVICES shall be performed in accordance with instructions, criteria and standards set forth by the DIRECTOR.

### 3. Scheduling

a. Concurrently with the work of the AGREEMENT, A/E shall prepare a progress work schedule and within five (5) working days from the date of receipt of individual assignments from OCFCD, A/E shall submit to OCFCD two (2) copies of a progress work schedule which shall delineate dates of commencement and completion of the various phases of PROJECTS/SERVICES assignments. A/E schedule shall include required OCFCD review period(s) set forth herein. An approved copy of the progress schedule will be returned to A/E.

b. A/E shall allow at least five (5) working days for OCFCD review of progress work schedule. In planning work A/E should anticipate and allow ten (10) working days for OCFCD review of each submittal required in Exhibit A.

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1 c. A/E shall hold meetings and workshops as required in  
2 Exhibit A or on an "as-needed" basis as determined by DIRECTOR to review  
3 progress of work, adherence to progress schedule, coordination of work,  
4 scheduling of seminars, if needed, and to resolve any problems that may  
5 develop.

6 d. Within three (3) working days of each meeting, A/E  
7 shall prepare a brief memorandum summarizing the results of the meeting and  
8 shall submit it to OCFCD for concurrence.

9 e. A/E shall complete all the work of PROJECTS/SERVICES  
10 and obtain all approvals by the OCFCD within the time frame indicated in  
11 Exhibit A except A/E shall not be responsible for any delay beyond the  
12 control of A/E.

13 f. In the event A/E fails to complete the work and obtain  
14 the approval of DIRECTOR in the time allowed, OCFCD shall have the option of  
15 completing the work by its own forces or by contract with another firm. The  
16 time allowed for A/E to complete the PROJECTS/SERVICES pursuant to this  
17 AGREEMENT shall be extended for delay caused by OCFCD in completing its work  
18 pursuant to this AGREEMENT which delay exceeds the agreed OCFCD review and/or  
19 approval time periods.

## 20 C. Assistance by OCFCD

21 1. OCFCD shall assign an appropriate staff member to work with  
22 A/E in connection with the work of this AGREEMENT. Said staff member's  
23 duties will consist of the giving of advice and consultations, assisting A/E  
24 in negotiations with other public agencies and private parties, miscellaneous  
25 items which in the judgment of A/E or OCFCD'S staff warrant attention, and  
26 all other duties as may be described in Exhibit A.

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2. All of the above activities, however, shall be the primary responsibility of A/E to schedule, initiate and carry through to completion.

## **D. Non-Employment of OCFCD Personnel**

A/E agrees that no employee of OCFCD, including but not limited to those who may be involved in this PROJECT shall be given or offered employment by A/E during the life of this AGREEMENT regardless of the assignments said employee may be given or the days or hours employee may work.

## **E. Non-Discrimination**

1. In the performance of this AGREEMENT, A/E agrees that it will comply with the requirements of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons.

2. A/E acknowledges that a violation of this provision shall subject A/E to all the penalties imposed for a violation of the California Labor Code.

## **F. Employee Eligibility Verification**

1. A/E warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens, and others and that all its employees performing work under this AGREEMENT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. A/E shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations, including but not

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1 limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324  
2 et seq., as they currently exist and as they may be hereafter amended. A/E  
3 shall retain all such documentation for all covered employees for the period  
4 prescribed by the law.

5           2. A/E shall indemnify, defend with counsel approved in writing  
6 by OCFCD, and hold harmless, the OCFCD, the OCSD, the Santa Ana Watershed  
7 Project Authority (SAWPA), the City of Yorba Linda, their agents, officers,  
8 and employees (collectively, "OCFCD INDEMNITIEES") from employer sanctions  
9 and any other liability which may be assessed against A/E, the OCFCD and/or  
10 the OCFCD INDEMNITEES in connection with any alleged violation of any Federal  
11 or State statutes or regulations pertaining to the eligibility for employment  
12 of any persons performing work under this AGREEMENT.

## 13           G. Termination of Contract for Cause

14           1. If A/E breaches any of the covenants or conditions of this  
15 AGREEMENT, OCFCD shall have the right to terminate this AGREEMENT upon ten  
16 (10) days written notice prior to the effective day of termination.

17           2. A/E shall have the opportunity to cure the alleged breach  
18 prior to termination.

19           3. In the event the alleged breach is not cured by A/E prior to  
20 termination, all work performed by A/E pursuant to this AGREEMENT, which  
21 work has been reduced to plans or other documents, shall be made available  
22 to OCFCD.

## 23           H. Termination for Convenience

24           1. Notwithstanding any other provision of the AGREEMENT, OCFCD  
25 may at any time, and without cause, terminate this AGREEMENT in whole or in  
26 part, upon not less than seven (7) calendar days' written notice to the A/E.

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Such termination shall be effected by delivery to the A/E of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated.

2. A/E shall immediately stop work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by OCFCD.

3. OCFCD shall pay the A/E for the Work completed prior to the effective date of the termination, and such payment shall be the A/E's sole remedy under this AGREEMENT.

4. Under no circumstances will A/E be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph.

5. A/E shall insert in all subcontracts that the Subcontractor shall stop work on the date of and to the extent specified in a notice of termination, and shall require Subcontractors to insert the same condition in any lower tier subcontracts.

## **I. Term of Agreement and Maximum Compensation**

The term of this AGREEMENT is for six (6) years commencing on the date of execution by the Board of Supervisors, with a maximum allowable compensation including Extra Work as described below in Section J of six million six hundred eighty-seven thousand three hundred sixty-two dollars seventy-four cents (\$6,687,362.74).

## **J. A/E Compensation and Extra Work**

For the PROJECTS/SERVICES authorized under this AGREEMENT, A/E shall be compensated in accordance with the following:

1. For completion and approval of all PROJECTS/SERVICES where

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1 "Extra Work" (defined as changes in approved portions of the PROJECT/SERVICES  
2 required by and ordered in writing by DIRECTOR which changes constitute a  
3 change in or departure from said approved portions of PROJECTS/SERVICES) is  
4 not authorized, compensation including reimbursables shall be described and  
5 payable as stipulated in the Fee Schedule, hereinafter referred to as  
6 "Exhibit B", attached hereto and incorporated herein by reference. All  
7 Optional Items shall be subject to written approval by the DIRECTOR prior to  
8 performance of tasks. A/E shall be compensated via monthly progress payments  
9 less ten percent (10%) retention of the actual approved invoice amount during  
10 the course of the AGREEMENT. Final payment of one hundred percent (100%) of  
11 the approved invoice amount, less previous payments, will be made within  
12 thirty (30) days from written approval and/or upon completion of the  
13 PROJECTS/SERVICES as determined by DIRECTOR.

14 2. Where extra work is authorized for PROJECTS/SERVICES:

15 a. The amount for Extra Work shall be determined using the  
16 Hourly Rate Schedule, hereinafter referred to as "Exhibit C", attached hereto  
17 and incorporated herein by reference. Extra Work shall be required by and  
18 ordered in writing by DIRECTOR. DIRECTOR may order Extra Work not to exceed  
19 five thousand dollars (\$5,000) for contracts of less than fifty thousand  
20 (\$50,000), and may order Extra Work up to ten percent (10%) for contracts not  
21 exceeding two hundred fifty thousand dollars (\$250,000). For contracts  
22 greater than two hundred fifty thousand dollars (\$250,000), Extra Work shall  
23 not exceed twenty-five thousand dollars (\$25,000) plus one percent (1%) of  
24 the original contract amount in excess of two hundred fifty thousand dollars  
25 (\$250,000). In no case shall Extra Work exceed one hundred thousand dollars  
26 (\$100,000).



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b. A/E's billing for the Extra Work shall include but not be limited to names of A/E's staff employed in the Extra Work, classification of employees and number of hours worked.

3. For partial completion of work of PROJECTS/SERVICES followed by default on part of A/E:

a. For failure to complete and secure approval of the first required submittal there shall be no compensation.

b. For failure to complete and secure approval of other authorized phases, A/E shall, upon completion of PROJECTS/SERVICES by others, be entitled to receive compensation based on approved work of PROJECTS/SERVICES not to exceed the amounts specified in Exhibit B for that particular submittal, plus the reasonable value as determined by OCFCD of the non-approved work; provided, however, that if the cost to OCFCD to complete the contract exceeds the amount specified herein, A/E shall be liable to OCFCD for such excess costs attributable to A/E's breach of the AGREEMENT.

4. Unless otherwise indicated in Exhibit A, PROJECT/SERVICES shall be performed as requested by DIRECTOR and on a time and materials basis. These services shall be billed at the A/E personnel classification and respective hourly rate in accordance with Exhibit C and subject to the itemized fee schedule as described in Exhibit B.

5. As work under this AGREEMENT progresses, it may be determined by DIRECTOR that some PROJECT/SERVICES tasks or portions thereof may not be required. Any funds not used for the various tasks may be shifted among the various phases and tasks at the discretion of DIRECTOR.

## **K. Laws to be Observed**

A/E is assumed to be familiar with and, at all times, shall

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observe and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the PROJECTS/SERVICES.

## **L. Errors and Omissions**

1. All PROJECTS/SERVICES submitted by A/E shall be complete and shall be carefully checked prior to submission. A/E understands that OCFCD'S checking is discretionary, and A/E shall not assume that OCFCD will discover errors and/or omissions. If OCFCD discovers any errors or omissions prior to approving A/E's PROJECTS/SERVICES, the PROJECTS/SERVICES will be returned to A/E for correction. Should OCFCD or others discover errors or omissions in the work submitted by A/E after OCFCD'S approval thereof, OCFCD'S approval of A/E's PROJECTS/SERVICES shall not be used as a defense by A/E.

2. If A/E subcontracts portions of the architectural or engineering design PROJECTS/SERVICES to be performed under the terms of this AGREEMENT, A/E shall obtain evidence that such subcontractors have purchased Professional Liability Insurance to the same limits as described in Paragraph M (unless modified by Exhibit A) and containing the same clauses as the insurance required of A/E under the terms of this AGREEMENT. Evidence of subcontractor's insurance shall be submitted to OCFCD upon request.

## **M. Insurance**

1. A/E shall maintain specified insurance coverage appropriate to protect against risks arising from or connected with the subject matters of this AGREEMENT, acceptable to OCFCD, effective on the first day of work and in full force throughout the full term of this AGREEMENT.

2. A/E agrees to deposit with OCFCD, within fourteen (14) calendar days of the date of execution of this AGREEMENT at 300 North Flower Street, Room No. 721, Santa Ana, CA 92702, certificates of insurance and

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endorsements (certificates can be in a form obtainable from OCFCD), in duplicate to satisfy OCFCD, that insurance requirements of this AGREEMENT have been complied with and to keep such insurance in effect and the certificates therefor on deposit with OCFCD, during the entire term of this AGREEMENT.

3. A/E agrees to furnish additional certified copies of insurance policy(ies) if requested by letter from OCFCD.

4. OCFCD, shall retain the right to review the coverage, form, and amount of the insurance provided by A/E prior to the start of work on PROJECTS/SERVICES by A/E. If, in the opinion of DIRECTOR, the certificates and endorsements provided by A/E do not provide the coverage, form, and amount of insurance as required and listed herein, OCFCD, shall notify A/E in writing that A/E is in default of the AGREEMENT. A/E shall have fourteen (14) calendar days from the date of such notification from OCFCD to provide adequate insurance. If A/E fails to provide adequate insurance within the time frame specified, OCFCD, shall terminate the AGREEMENT without compensation to A/E.

5. OCFCD, shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of DIRECTOR, the insurance provisions as described in this AGREEMENT do not provide adequate protection for OCFCD, OCFCD may require A/E to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. OCFCD'S requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

6. The costs of such changes in insurance during the course of

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work as may be requested by OCFCD shall be paid by OCFCD, to A/E as either Extra Work, as described in paragraph J of this AGREEMENT, or as an amendment to the AGREEMENT.

7. OCFCD shall notify A/E in writing of changes in the insurance requirements; and if A/E does not deposit copies of acceptable certificates and endorsements with OCFCD incorporating such changes within fourteen (14) days of receipt of such notices, this AGREEMENT shall be in default without further notice to A/E, and OCFCD, shall be entitled to all legal remedies.

8. The procuring of such required policy(ies) of insurance shall not be constructed to limit A/E's liability hereunder nor to fulfill the indemnification provisions of this AGREEMENT.

9. All insurance policies required by this AGREEMENT shall declare any deductible or self-insured retention (SIR) in an amount in excess of twenty-five thousand dollars (\$25,000) [Five thousand dollars (\$5,000) for automobile liability], which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. A/E shall be responsible for any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

10. The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

11. Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

12. If the carrier is a non-admitted carrier in the state of

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California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

13. The policy or policies of insurance maintained by the A/E shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limit</u>
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Commercial General Liability with broad form and contractual liability	\$1,000,000 combined single limit per occurrence; \$2,000,000 aggregate
Auto Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Professional Liability (Errors and Omissions )	\$5,000,000 claims made

14. A/E's insurance policy(ies) shall contain the following additional clauses or clauses, or if not contained in the policy(ies) shall be added by an endorsement to the policy(ies):

a. A "Discovery Clause" or its equivalent stating that coverage will be provided for claims made following insurance policy expiration if A/E gives written notice of a claim to the insurer during the policy term (for Professional Liability only). If the Professional Liability policy is a "claims made" policy, A/E shall agree to maintain professional liability coverage for five (5) years following completion of the contract.

b. A clause stating, "This insurance shall not be cancelled, reduced in scope or coverage, changed or amended until after thirty (30) days written notice has been given to: DIRECTOR, Orange County

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Public Works, at 300 North Flower Street, Santa Ana, CA 92703-5000; and, Orange County Risk Management Services, P.O. Box 327, Santa Ana, CA 92703." This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

c. A clause stating, "This insurance shall be primary insurance and any insurance maintained by the 'County of Orange', the 'Orange County Flood Control District', the 'Orange County Sanitation District', the 'Santa Ana Watershed Project Authority' and/or the 'City of Yorba Linda' shall be excess and non-contributing."

d. A clause stating, "The following parties are hereby named as additional insureds: 'County of Orange', the 'Orange County Flood Control District', the 'Orange County Sanitation District', the 'Santa Ana Watershed Project Authority' and the 'City of Yorba Linda' (for Commercial General Liability and Auto Liability only)."

e. A clause stating, "This insurance shall allow for severability of interest of the: 'County of Orange' the 'Orange County Flood Control District', the 'Orange County Sanitation District', the 'Santa Ana Watershed Project Authority' and the 'City of Yorba Linda'."

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f. A clause stating, "Workers' Compensation insurance shall waive all rights of subrogation against the 'County of Orange', the 'Orange County Flood Control District', the 'Orange County Sanitation District', the 'Santa Ana Watershed Project Authority' and the 'City of Yorba Linda'."

g. Insurance policy(ies) obtained by A/E shall not contain insurance policy riders or clauses which shall negate or modify any provision(s) or requirement(s) contained within the AGREEMENT.

## N. Indemnification

A/E agrees to, indemnify, defend with counsel approved in writing by OCFCD, and hold OCFCD, the County of Orange ("COUNTY"), OCSD, the Santa Ana Watershed Project Authority ("SAWPA"), and the City of Yorba Linda, their elected and appointed officials, officers, employees, agents and those special districts and agencies which OCFCD'S Board of Supervisors acts as the governing Board ("OCFCD INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the A/E. If judgment is entered against A/E and OCFCD by a court of competent jurisdiction because of the concurrent active negligence of A/E and OCFCD or OCFCD INDEMNITEES, A/E and OCFCD agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve A/E of any insurance requirements or obligations created elsewhere in this AGREEMENT.

## O. Award of Construction Agreement and Other Future Contracts

A/E is hereby informed that provisions of the Public Contract

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Code, the Political Reform Act of 1974, other statutes, regulations, and OCFCD policy prohibit, as an impermissible conflict of interest, the award of a contract for the construction of the project(s) on which A/E performed architectural-engineering services under this AGREEMENT. A/E is hereby informed that these statutes and regulations could also prohibit the award to A/E of design or other contracts on future phases related to tasks performed by A/E under this AGREEMENT. This prohibition applies also to a subcontractor of or parent company of the firm that performed architectural-engineering tasks under this AGREEMENT.

## **P. Amendments**

No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on OCFCD unless authorized by OCFCD in writing.

## **Q. Successors and Assigns**

The terms and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

## **R. Entirety**

This AGREEMENT contains the entire agreement between the parties with respect to the matters provided for herein.

## **S. Severability**

If any part of this AGREEMENT is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall be given effect to the fullest extent



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reasonably possible.

## **T. Binding Obligation**

The PARTIES to this AGREEMENT represent and warrant that this AGREEMENT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity enforceable in accordance with its terms.

## **U. Governing Law and Venue**

1. This AGREEMENT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this AGREEMENT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure, Section 394.

2. The PARTIES specifically agree that by soliciting and entering into and performing PROJECTS/SERVICES under this AGREEMENT, the A/E shall be deemed to constitute doing business within Orange County from the time of solicitation of work, through the period when all PROJECTS/SERVICES under this AGREEMENT is completed, and continuing until the expiration of any applicable limitations period.

## **V. Child Support Enforcement Requirements**

1. To comply with child support enforcement requirements of the OCFCD, within thirty (30) days of notification of selection for award of PROJECTS/SERVICES, A/E agrees to complete and furnish to DIRECTOR the information required in County of Orange Child Support Enforcement Contract

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Certification, hereinafter referred to as "Exhibit D," attached hereto and incorporated herein by reference.

2. If A/E is not a corporation, general partnership, limited liability partnership, or limited liability company, A/E shall, within thirty (30) days of notification of selection of award of PROJECTS/SERVICES, complete and furnish to DIRECTOR the information required in EDD Independent Contract Reporting Requirements, hereinafter referred to as "Exhibit E," attached hereto and incorporated herein by reference.

3. It is expressly understood that this data will be transmitted by OCFCD to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes.

## **W. Ownership of Documents**

1. All data, including but not limited to letters, reports, files, plans, drawings, specifications, proposals, sketches, diagrams and calculations, prepared by A/E and/or anyone acting under the supervision of A/E pursuant to this AGREEMENT, shall become the property of OCFCD upon preparation by A/E and may be used by the OCFCD as it may require without additional cost to the OCFCD.

2. OCFCD shall not be limited in any way to its use thereof at any time, including the release of this data to third parties. A/E shall be held harmless for release of such data as may be prepared or created under this AGREEMENT to any third party. If A/E and/or anyone acting under the supervision of A/E should later desire to use any of the data prepared in connection with this AGREEMENT, A/E shall first obtain the written approval of OCFCD.

## **X. Confidentiality**

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1. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, and all written or other information submitted to A/E in connection with the performance of this AGREEMENT shall be held confidential by A/E and/or anyone acting under the supervision of A/E and shall not, without the prior written consent of OCFCD, be used for any purposes other than the performance of the PROJECTS/SERVICES described in Exhibit A, nor be disclosed to any person, partnership, company, corporation or agency, not connected with the performance of the PROJECTS/SERVICES.

2. Nothing furnished to A/E which is generally known among flood control districts in Southern California shall be deemed confidential.

3. A/E and/or anyone acting under the supervision of A/E shall not use OCFCD name or insignia, photographs of the work, or any other publicity pertaining to the work in any magazine, trade paper, newspaper, or other medium without the express written consent of OCFCD.

## **Y. Publication**

1. No copies, sketches or graphs, including graphic art work, resulting from performance or prepared in connection with the PROJECTS/SERVICES, are to be released by A/E and/or anyone acting under the supervision of A/E to any person, partnership, company, corporation, or agency, without prior written approval by OCFCD, except as necessary for the performance of the PROJECTS/SERVICES.

2. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by OCFCD unless otherwise agreed to in writing by both parties.

## **Z. Records and Audit/Inspections**

1. A/E shall keep an accurate record of time expended by A/E

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and/or consultants employed by A/E in the performance of this AGREEMENT.

2. Within ten (10) days of OCFCD'S written request, A/E shall allow OCFCD or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this AGREEMENT.

3. A/E shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of three (3) years after termination or completion of the AGREEMENT or until resolution of any claim or dispute between the PARTIES, whichever is later.

4. Should A/E cease to exist as a legal entity, records pertaining to this AGREEMENT shall be forwarded within a reasonable period of time not to exceed sixty (60) days to its successor in interest or surviving entity in a merger or acquisition, or, in the event of liquidation, to OCFCD.

## AA. Notices

1. Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES' project managers' routine exchange of information and cooperation during the PROJECTS/SERVICES.

2. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt, or no greater than four (4) calendar days after being mailed by U. S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.

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3. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For A/E:

Name: MWH Americas, Inc.  
Address: 618 Michillinda Avenue, Suite 200  
City: Arcadia, CA 91007  
Attn: Mr. David Mosher, P.E.  
Phone: (626) 568-6914  
E-mail: David.A.Mosher@us.mwhglobal.com  
Fax:

For OCFCD:

Name: Manager, OCPW/Santa Ana River Project  
Address: P.O. Box 4048  
City: Santa Ana, CA 92702-4048  
Attn: Mr. Lance Natsuhara, P.E.  
Phone: (714) 834-5398  
E-mail: Lance.Natsuhara@ocpw.ocgov.com  
Fax: (714) 796-8274

## AB. Attorney's Fees

In any action or proceeding to enforce or interpret any provision of this AGREEMENT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

## AC. Interpretation

1. AGREEMENT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this AGREEMENT.

2. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite having the opportunity to do so.

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3. Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this AGREEMENT by any other PARTY hereto or by any person representing them, or both.

4. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this AGREEMENT against the PARTY that has drafted it is not applicable and is waived.

5. The provisions of this AGREEMENT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this AGREEMENT.

## **AD. Headings**

The various headings and numbers herein, the grouping of provisions of this AGREEMENT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

## **AE. Acceptance**

Unless otherwise agreed to in writing by OCFCD acceptance shall not be deemed complete unless in writing and until all the services have actually been received, inspected, and tested to the satisfaction of OCFCD.

## **AF. Consent to Breach not Waiver**

1. No term or provision of this AGREEMENT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

2. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

## **AG. Remedies Not Exclusive**

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1           The remedies for breach set forth in this AGREEMENT are cumulative  
2 as to one another and as to any other provided by law, rather than exclusive;  
3 and the expression of certain remedies in this AGREEMENT does not preclude  
4 resort by either party to any other remedies provided by law.

## 5           **AH. Independent Contractor**

6           1. A/E shall be considered an independent contractor and neither  
7 A/E, its employees, nor anyone working under A/E shall be considered an agent  
8 or an employee of OCFCD.

9           2. Neither A/E, its employees nor anyone working under A/E shall  
10 qualify for workers' compensation or other fringe benefits of any kind  
11 through OCFCD.

## 12           **AI. Bills and Liens**

13           A/E shall pay promptly all indebtedness for labor, materials and  
14 equipment used in performance of the work. A/E shall not permit any lien or  
15 charge to attach to the work or the premises, **but if any does so attach, A/E**  
16 **shall promptly procure its release and, in accordance with the requirements**  
17 **of the indemnification paragraph above, indemnify, defend, and hold OCFCD**  
18 **harmless and be responsible for payment of all costs, damages, penalties and**  
19 **expenses arising from or related thereto.**

## 20           **AJ. Changes**

21           A/E shall make no changes in the work or perform any additional  
22 work without DIRECTOR'S specific written approval.

## 23           **AK. Assignment**

24           The terms, covenants, and conditions contained herein shall apply  
25 to and bind the heirs, successors, executors, administrators and assigns of  
26 the parties. Furthermore, neither the performance of this AGREEMENT nor any

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portion thereof may be assigned or sub-contracted by A/E, by any means whatsoever including but not limited to merger by acquisition, without the express written consent of OCFCD. Any attempt by A/E to assign or sub-contract the performance or any portion thereof of this AGREEMENT without the express written consent of OCFCD shall be invalid and shall constitute a breach of this AGREEMENT.

## **AL. Changes in Ownership**

A/E agrees that if there is a change or transfer in ownership, including but not limited to merger by acquisition, of A/E's business prior to completion of this AGREEMENT, the new owners shall be required under terms of sale or other transfer to assume A/E's duties and obligations contained in this AGREEMENT and to obtain the written approval of OCFCD of such merger or acquisition, and complete the obligations and duties contained in the AGREEMENT to the satisfaction of OCFCD.

## **AM. Force Majeure**

A/E shall not be assessed with damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this AGREEMENT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided A/E gives written notice of the cause of the delay to OCFCD within thirty-six (36) hours of the start of the delay and A/E avails himself of any available remedies.

## **AN. Compliance with Laws**

1. A/E represents and agrees that services to be provided under this AGREEMENT shall fully comply, at A/E's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations



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(collectively "laws"), including, but not limited to those issued by OCFCD in its governmental capacity and all other laws applicable to the PROJECTS/SERVICES at the time PROJECTS/SERVICES are provided to and accepted by OCFCD.

2. A/E acknowledges that OCFCD is relying on A/E for such compliance, and pursuant to the requirements of the indemnification paragraph above, A/E agrees that it shall defend, indemnify and hold OCFCD and OCFCD INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

## AO. Calendar Days

Any reference to the word "day" or "days" herein means calendar day or calendar days, respectively, unless otherwise expressly provided.

## AP. Breach of Contract

The failure of the A/E to comply with any of the provisions, covenants or conditions of this AGREEMENT shall be a material breach of this AGREEMENT. In such event, in addition to any other remedies available at law, in equity, or otherwise specified in this AGREEMENT, the OCFCD may:

1. afford the A/E written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this AGREEMENT within which to cure the breach;

2. discontinue payment to the A/E for and during the period in which the A/E is in breach; and

3. offset those monies disallowed pursuant to the above, against any monies billed by the A/E but yet unpaid by the OCFCD.

## AQ. Default

1. In the event any equipment or service furnished by the A/E in

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1 the performance of this AGREEMENT should fail to conform to the  
2 specifications therein within one (1) calendar year from the OCFCD'S  
3 acceptance of the equipment or service, or any performance period  
4 specifically specified within the specifications or AGREEMENT, whichever is  
5 greater, the OCFCD may reject same, and it shall become the duty of the A/E  
6 to reclaim and remove the items without expense to the OCFCD and to  
7 immediately replace all such rejected equipment or service with others  
8 conforming to such specifications, provided that should the A/E fail, neglect  
9 or refuse to do so within one hundred and twenty (120) calendar days, the  
10 OCFCD shall have the right to purchase on the open market a corresponding  
11 quantity of any such equipment or service and to deduct from any monies due  
12 or that may thereafter become due to the A/E the difference between the price  
13 specified in this AGREEMENT and the actual cost to the OCFCD.

14 2. In the event the A/E shall fail to make prompt delivery as  
15 specified of any equipment or service, the same conditions as to the rights  
16 of the OCFCD to purchase on the open market and to reimbursement set forth  
17 above shall apply, except as otherwise provided in this AGREEMENT.

18 3. In the event of the cancellation of this AGREEMENT, either in  
19 whole or in part, by reason of the default or breach by the A/E, any loss or  
20 damage sustained by the OCFCD in procuring any equipment or service which the  
21 A/E agreed to supply under this AGREEMENT shall be borne and paid for by the  
22 A/E.

23 4. Default shall include failure to carry out any of the  
24 requirements of this AGREEMENT, including, but not limited to not providing  
25 enough properly skilled workers or proper materials, persistently  
26 disregarding laws and or ordinances, not proceeding with the

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PROJECTS/SERVICES as agreed to herein, or otherwise substantially violating any provision of this AGREEMENT.

5. Upon termination of the AGREEMENT with A/E, the OCFCD may begin negotiations with a third-party A/E to provide goods and/or PROJECTS/SERVICES as specified in this AGREEMENT.

6. The right of either party to terminate this AGREEMENT hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

## **AR. Conflict of Interest Contractor Personnel**

1. The A/E shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the OCFCD. This obligation shall apply to the A/E; the A/E's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and PROJECTS/SERVICES hereunder.

2. A/E's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from: making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the OCFCD.

## **AS. Title to Data**

1. All materials, documents, data or information obtained from the OCFCD data files or any OCFCD medium furnished to the A/E in the performance of this AGREEMENT, will at all times remain the property of the OCFCD. Such data or information may not be used or copied for direct or indirect use by the A/E after completion or termination of this AGREEMENT without the express written consent of the OCFCD.

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2. All materials, documents, data or information, including copies furnished by OCFCD and loaned to A/E for his temporary use, must be returned to the OCFCD at the end of this AGREEMENT unless otherwise specified by the DIRECTOR.

## **AT. Availability of Funds**

The obligation of OCFCD is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the OCFCD to expend or as involving the OCFCD in any contract or other obligation for future payment of money in excess of appropriations authorized by law.

## **AU. Contingency of Funding**

A/E acknowledges that funding or portions of funding for this AGREEMENT may also be contingent upon receipt of funds from, and/or appropriation of funds by, the OCSD and SAWPA to OCFCD. If such funding and/or appropriations are not forthcoming, or otherwise limited, OCFCD may immediately terminate or modify this AGREEMENT without penalty.

## **AV. Contract Construction**

The parties acknowledge that each party and its counsel have reviewed this AGREEMENT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT or any amendment or exhibits hereto.

## **AW. Waiver of Jury Trial**

Each PARTY acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each PARTY, for itself and its successors,

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creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any PARTY hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this AGREEMENT and/or any other claim of injury or damage.

///

///

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IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the dates opposite their respective signatures:

MWH Americas Inc.  
a California Corporation,

Date: 1-4-10

By Rex A. Bell  
Signature

Rex A. Bell - Senior V.P.  
Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1<sup>st</sup> must be either Chairman of the Board, President or any Vice President.)

Date: 1 Jan 10

By Donald K. Blackwell  
Signature

Donald K. Blackwell Asst Sec  
Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.)

Orange County Flood Control District,  
a body corporate and politic

Date: \_\_\_\_\_

By \_\_\_\_\_  
Chair of the Board of Supervisors  
Orange County, CA

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec 25103, Reso 79-1535  
Attest:

Date: \_\_\_\_\_

\_\_\_\_\_  
Darlene J. Bloom  
Clerk of the Board of Supervisors  
County of Orange, California

APPROVED AS TO FORM  
Office of the County Counsel  
Orange County, California

Date: 1/5/10

By Daniel P. Jones  
Deputy

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## EXHIBIT A

### Scope of Work for Construction Management Support Services

#### for the Santa Ana River Interceptor (SARI) Line

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## I. SUMMARY

A/E shall provide professional construction management support services consisting of construction management review services during the design phase; construction management staff, inspection staff, and support services during the construction phase; and construction management support services during commissioning and closeout phases of the SARI Line relocation project (hereinafter "PROJECT").

OCFCD will also administer the agreement with the design consultant and the SARI construction contracts. A/E shall work closely with the design consultant in the performance of the tasks as described in this Scope of Work. A/E shall work under the direction of the Director, County of Orange, OC Public Works or his designee, hereinafter referred to as DIRECTOR.

A/E will provide staffing and services to compliment and support OCFCD staff. The Orange County Sanitation District (OCSD), the Santa Ana Watershed Project Authority (SAWPA), and the City of Yorba Linda may also provide inspection support. The combined construction management staff assigned to the PROJECT from OCFCD, OCSD, SAWPA, the City of Yorba Linda and the A/E will be known collectively as the CM Team. A/E will provide a local office for exclusive use of the CM Team.

The SARI Line project consists of the following project elements:

### PROJECT ELEMENTS

PROJECT ELEMENT 1 – SARI PIPELINE

PROJECT ELEMENT 2 - YORBA LINDA SPUR

PROJECT ELEMENT 3 – SARI METERING FACILITY

PROJECT ELEMENT 4 – DEMOLITION/ ABANDONMENT

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## II. PROJECT IMPLEMENTATION

The PROJECT is divided into six (6) phases. A/E may be required to provide A/E Support Services for all PROJECT Elements listed in Section II of this Scope of Work for the following Phases:

Phase 1 – Project Development - Not included in AGREEMENT; to be performed by OCSD.

Phase 2 – Preliminary Design - Not included in AGREEMENT; to be performed by Design Consultant.

Phase 3 – Final Design

Phase 4 – Construction and Installation Services

Phase 5 – Commissioning Services

Phase 6 – Close Out

All work performed by the A/E shall be on a Time and Materials basis. A/E shall only invoice for actual work performed.

**PHASE 1 – PROJECT DEVELOPMENT** – (NOT USED, SEE ABOVE)

**PHASE 2 – PRELIMINARY DESIGN** – (NOT USED, SEE ABOVE)

**PHASE 3 - FINAL DESIGN – CM SUPPORT SERVICES**

A/E shall provide Design Phase CM support services as described below. These services will primarily be to review the plans, technical specifications and other contract documents from a construction management perspective and to make review comments and recommendations for consideration by OCFCD regarding constructability and bid-ability of the Contract Documents. A/E shall attend select review meetings, conduct independent reviews, and provide construction scheduling, sequencing and cost estimating support as described below:

### **Task 3.0.1 – Review Preliminary Design Report (PDR)**

Review the final PDR from a construction management perspective relative to methods, implementation plan, scheduling, sequencing and cost estimates. Provide a review report with recommendations for consideration by OCFCD and Design Team in preparation of DS2.

### **Task 3.0.2 – Review Design Submittal 2 (DS2)**

Review DS2 from a construction management perspective relative to methods, implementation plan, scheduling, sequencing, and for addressing A/E's prior review comments and recommendations. Attend 2 meetings: DS2 Kickoff Workshop, and the DS2 Review Meeting specific to construction. Provide a review report with recommendations for consideration by OCFCD and the Design Team in preparation of the Final Design Submittal.

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## **Task 3.0.3 – Review Final Design Submittal (FDS)**

Review FDS from a construction management perspective relative to methods, implementation plan, scheduling, sequencing, constructability and final cost estimates. Attend 3 meetings: the DS2 Kickoff Workshop, DS2 Review Meeting specific to construction, and the Final Constructability Review Workshop. Provide a review report with recommendations for consideration by the Design Team in preparation of the final Contract Documents Bid Package(s).

## **Task 3.0.4 – Review Final Bid Documents**

Review the final Bid Package(s) and provide comments to OCFCD in support of the Bid Phase. Attend Pre-bid meetings in support of OCFCD.

## **PHASE 4 – CONSTRUCTION SUPPORT SERVICES**

### **Construction Management Services**

A/E shall provide support in Construction Management. A/E shall coordinate its efforts with the CM Team to be led by OCFCD. The CM Team may be comprised of representatives from OCFCD, OCSD, SAWPA, City of Yorba Linda and the Design Consultant. A/E shall administer and provide field inspection for the construction contract as part of its A/E duties. The primary role of the A/E is to provide construction management oversight to ensure the construction implementation of the PROJECT proceeds in accordance with the contract documents. A/E shall operate as an agent of OCFCD and report directly to the DIRECTOR. All tasks and decision shall be performed in the best interest of the OCFCD at all times.

The A/E's work shall be based upon the PROJECT being constructed as three (3) separate construction contracts. A/E staff shall remain on-site for the duration of the construction phase of the PROJECT.

A/E shall insure appropriate staffing, as determined by the DIRECTOR, to adequately provide construction management services for the duration of the PROJECT, including existing SARI pipe abandonment, as an agent of OCFCD. A/E shall provide services as indicated below:

### **Task 4.1 – Communications**

A/E shall establish and implement coordination and communication procedures, and shall maintain ongoing interaction and communication with OCFCD, Contractor, cities and other public agencies.

A/E shall create and maintain logs of communication, as well as information and interpretation of the contract documents, between all parties involved related to items listed below:

- shop drawings, samples, and other submittals
- daily inspection and progress photos
- meetings and meeting minutes
- requests for information (RFI)
- requests for proposals (RFP)
- field change orders (FCO)

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- change orders (CO)
- contract schedule adjustments
- progress payments
- claims

As OCFCD's representative, A/E shall be the party to whom all such information shall be submitted.

A/E shall maintain all such logs using a database or acceptable electronic document management system on a daily basis. These logs shall be electronically accessible to OCFCD at all times.

## Task 4.2 – Inspection

A/E will provide daily field inspection services for the duration of the PROJECT. A/E shall provide this service to monitor on-site compliance with the contract documents. Inspectors shall be knowledgeable and experienced in the area they are assigned. Daily reports, as well as digital photos, shall be recorded daily and should include information necessary to properly track all construction progress. Daily reports shall be consistent with industry standards and at a minimum include the following:

- Date, Project Identification Number, Contractor's name, Subcontractor(s)' names and time of inspection
- Conditions (weather, moisture, soil conditions, etc.)
- Documentation of any adverse conditions that hampered or delayed the operations
- Hours of work
- Numbers and work classification of personnel on site
- Equipment on site including equipment numbers and descriptions sufficiently detailed to obtain independent rental rates for equivalent equipment
- Time periods of equipment being used
- Idle or inoperable equipment
- Activities (including details of each activity)
- Difficulties encountered by A/E's Inspector or the Contractor
- Controversial matters (disputes, questionable items, etc.). Note if items were settled and, if so, how.
- Deficiencies and violations such as failure to meet contract design requirements, safety violations, labor disputes, inadequate forces or equipment, etc. (Include how and when deficiencies were resolved.) Advisory Notices
- Safety concerns - the corrective action proposed by Contractor, the person told of the concern, the suggested time frame for correction, the person scheduled to make the correction, and the emergency precaution taken until correction could be made
- Instructions given and received. Include who the instructions were transmitted to and from whom, as well as time of transmittal
- Description of Accidents. A separate accident report is to be filled out and signed by the contractor for each accident and included with the daily report
- Material and equipment deliveries to the site (include type, quantity, how delivered, and a statement on the condition of all deliveries)
- Tests, time, duration and location of tests, and results
- Names and employer of any visitors to the site, and time and duration of visit

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- Monitoring for SWPPP compliance

A/E shall be required to perform certain specialty on-site inspection services, specifically: welding (certified welding inspector), electrical and mechanical. A/E will not be required to make off-site inspections of equipment and/or materials, except when requested, or assigned by OCFCD, as an optional service item.

A/E shall monitor the construction site to ensure that work is done according to the contract documents regarding site safety. A/E shall monitor traffic control and construction activities to ensure compliance with contract documents, permits, and other applicable safety standards and regulations. However, A/E is not responsible for implementing safety, only to report observed violations.

A/E shall coordinate specialty services, such as surveying, special inspections and materials testing, by other consultants (if any) that contract with OCFCD. A/E shall receive a copy of all specialty services reports and provide copies to OCFCD and Design Consultant. A/E shall facilitate the reporting and initiating of corrective action by others, as required.

## **Task 4.3 – Meetings**

A/E shall schedule and conduct, in coordination with OCFCD, a pre-construction meeting. A/E shall review the project objectives, reporting procedures, and other requirements and responsibilities.

A/E shall schedule and lead weekly construction meetings with the Contractor and OCFCD, and provide meeting agendas and minutes in a timely fashion. A/E may also be required to schedule additional meetings, as needed, to facilitate proper instruction or to resolve discrepancies or conflicts.

A/E shall also budget for 10 additional meetings for each construction contract.

## **Task 4.4 – Insurance**

A/E shall monitor the contractor's progress in securing the proof of insurance, encroachment permits, insurance, labor affidavits, and bonds.

## **Task 4.5 - Shop Drawings, Submittals & RFIs**

A/E shall review the Contractor's RFIs, shop drawings, samples, and other submittals to determine if the information is complete as required by the contract documents. A/E will also forward these items to OCFCD and Design Consultant construction support team for review, approval, or rejection based on the requirements of the contract documents, and include their comments along with those from A/E.

A/E shall budget for 50 submittals for each construction contract, or 150 submittals total.

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Reviewed shop drawings, samples, and other submittals are to be returned to the Contractor within 25 days, unless otherwise noted by OCFCD.

## **Task 4.6 - Proposals and Changes**

When extra work is deemed necessary by Design Consultant and approved by OCFCD, A/E shall prepare an RFP to the Contractor describing the proposed changes in detail. All proposed drawings and specification changes shall be prepared by Design Consultant, and forwarded to Contractor through A/E.

After receiving a response and negotiating with the Contractor, A/E shall make recommendations to OCFCD. A/E shall prepare all documents regarding authorized changes by OCFCD in the form of a Field Change Order (FCO). A/E shall also prepare formal Change Orders (COs) which shall include time extensions, cost, and justification of each CO item. The formal COs shall be signed by the Contractor and OCFCD.

A/E shall budget for 20 change order items for each construction contract.

## **Task 4.7 - Cost Estimating and Scheduling**

A/E shall use his knowledge of, or employ specialists in, cost estimating and scheduling to calculate the impact a potential change may have on the overall cost and schedule of the PROJECT. A/E shall use this expertise in evaluating a potential change, before making recommendations to OCFCD.

## **Task 4.8 - Minor Variation**

A/E may authorize minor variations in the work from the required contract documents that do not involve an adjustment in price or time, and are consistent with the overall intent of the contract documents. A/E shall provide OCFCD and Design Consultant copies of all authorizations. OCFCD reserves the right to approve or reject these changes.

## **Task 4.9 - Progress Payments**

A/E shall review the payment applications submitted by Contractor and determine whether the amount requested accurately reflects the progress of Contractor's work. After review with and approval by OCFCD, A/E shall make appropriate adjustments to each payment application and shall prepare and forward to OCFCD a Progress Payment Report on OCFCD's form. The report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period. Included in this report shall be a Certificate of Payment that shall be signed by A/E and delivered to OCFCD.

## **Task 4.10 - Disputes between Contractor and OCFCD**

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A/E shall render in writing, within a reasonable time, decisions concerning disputes between Contractor and OCFCD relating to the acceptability of the work, or interpretation of the requirements of the contract documents pertaining to the furnishing and performing of the work. A/E shall assist and support OCFCD in analyzing, responding, negotiating, and resolving any disputes.

A/E shall budget for 10 dispute items for each construction contract.

## **Task 4.11 – Sub-consultants**

A/E shall manage the activities of its Subconsultants as well as coordinate specialty services consultants contracted directly by OCFCD which are listed below:

### **Task 4.11.1 - Geotechnical and Materials Testing and Support (Not Used)**

Geotechnical and Materials Testing and Support services will be provided by OCFCD or others.

### **Task 4.11.2 - Vibration Analysis of Baseline Conditions and Potential Concerns**

A/E shall provide the services of a geotechnical or environmental sub-consultant to measure the pre-construction vibration background at strategic locations as identified by the sub-consultant and agreed upon by OCFCD. Locations shall include the Coal Canyon wildlife corridor. The geotechnical or environmental sub-consultant shall also make a recommendation regarding maximum vibration limits based upon the adjacent structure types and conditions and the underlying formations. The background vibration study and recommendations shall be documented in a report prior to the Notice to Proceed. During construction, A/E shall periodically monitor and record vibrations as peak particle velocity. Any concerns from OCFCD regarding the vibrations should be evaluated by the geotechnical or environmental sub-consultant. A/E shall also monitor annoyance vibrations.

The following scope of work for the geotechnical or environmental sub-consultant is to be provided:

- 1.) Pre-construction vibration monitoring to be conducted in a single axis and data to be collected so as to enable the reporting of vibration in terms of peak particle velocity levels (PPV). Assume the 6 strategic locations used in the SEIR noise and vibration assessment (ST1 through ST6)
- 2.) Data acquisition durations will be between 15 and 60 minutes at each measurement location.
- 3.) One baseline measurement for each location.
- 4.) One pre-construction baseline report.
- 5.) OCFCD will include in the construction contract, requirements for the Contractor in monitoring and limiting vibration.
- 6.) Assistance of up to 40 hours per construction contract in conducting community workshops, public meetings, County Board of Supervisor or other agency meetings.

# **ATTACHMENT B**

## **Task 4.11.3 - Noise Study and Control (Not Used)**

## **Task 4.11.4 – Biologist Services (Not Used)**

## **Task 4.11.5 – Survey Services**

A/E shall retain the services of a Licensed Land Surveyor to perform construction phase survey tasks as generally listed below:

- Control point staking for tunneling. Contractor to be responsible for horizontal and vertical control of shaft and tunnel construction.
- Construction staking for open cut pipeline and appurtenant construction.
- Quality Assurance/Quality Control (QA/QC) checking of contractor's work for conformance with contract documents
- A/E shall provide construction staking one time. OCFCD to require contractor for each contract to pay the cost for any re-staking.
- Final field location of facilities for record drawing purposes.

## **Task 4.11.6 – Habitat Mitigation and Monitoring Plan Specialist (Not Used)**

## **Task 4.11.7 – Permitting Specialist (Not Used)**

## **Task 4.12 - Operations and Maintenance Manuals**

A/E shall receive from Contractor operation and maintenance manuals, warranties and guarantees for materials and equipment installed in the PROJECT. A/E shall forward to the Design Consultant for review these submittals for conformance with the Contract requirements, and, after approval, deliver this information to OCFCD and OCSD in paper and electronic format as required by the OCSD Engineering Design Guidelines.

A/E to budget for 10 O&M submittals for each construction contract.

## **Task 4.13 - Substantial Completion**

In coordination with OCFCD, A/E shall determine when the Contractor's work is substantially complete. At this time, A/E shall coordinate with OCFCD and OCSD's Project Management, Inspection staff, OCSD Operations and Maintenance staff and/or the Design Consultant, to conduct a final walk through prior to issuing a Certificate of Substantial Completion, and prepare a list of incomplete work, or "Punch List", as well as work which does not conform to the requirements of the Contract Documents. This list shall be attached to the Certificate of Substantial Completion.

## **Task 4.14 - Final Completion**



# ATTACHMENT B

In coordination with OCFCD, A/E shall determine when the PROJECT and the Contractor's work is completed, and shall issue a Certificate of Final Completion. A/E shall provide a written recommendation to OCFCD regarding payment to the Contractor. A/E shall prepare the Final Closeout Agreement on the form provided by OCFCD for submission to the Board of Supervisors.

## **Task 4.15 – Contract Red-Line Drawings / Final Record Drawings**

A/E shall review Contractor red-line drawings for compliance with contract documents monthly and at the end of the PROJECT. A/E shall ensure that Contractor's red-line drawings include all RFIs, RFPs, CO modifications, and shop drawing revisions on a monthly basis. In order to monitor Contractor's drawings, A/E shall generate and maintain an independent set of record drawings that incorporate all RFIs, RFPs, CO modifications and documented changes to the Contract Documents. Upon acceptance of Contractor's red-line drawings, A/E shall coordinate with OCFCD to submit Contractor's red-line drawing to the Design Consultant for preparation of the PROJECT's Record Drawings. Note that as-built drawings are to be periodically updated in AutoCAD per the Other Services portion of Design Consultant's Construction Phase Engineering Support Services

## **Task 4.16 – Claims (Optional Item)**

At the request and authorization of the DIRECTOR, A/E shall minimize the potential impact of claims through prompt and equitable resolution with minimal disruption to the on-going construction effort. A/E shall evaluate claims for merit and entitlement. A/E shall review and evaluate construction claims that remain open or are submitted after substantial completion until all claims have been settled, or for a period of six-months after substantial completion, whichever comes first. A/E shall use his knowledge of, or employ specialists in claims to evaluate merit, make recommendations, and assist OCFCD with claims settlement. This post-construction claims specialist and settlement service shall be structured as an on-call Optional Task under the A/E's Agreement.

A/E shall budget for 30 hours of A/E's time for performing this work for each construction contract.

## **Task 4.17 - Documentation of Condition of Pipeline Alignment and Adjacent Cultural Features from the Pipeline Alignment**

A/E, or a specialty sub-consultant hired by A/E, shall document the preexisting condition of the pipeline alignment and adjacent cultural features within 75 feet on either side of the pipeline centerline along the pipeline alignment. The documentation shall include:

- Road, street, driveway, walkway and bike path surfaces
- curbs
- gutters
- walls
- utility poles and other aboveground utility features such as hose bibs

# ATTACHMENT B

- structure exteriors
- walls
- landscaping

The documentation shall include combinations of digital photographs, digital video, and notes, all in a format agreed upon with OCFCD and OCSD prior to the initiation of such documentation. The documentation shall include structural crack measurements and elevation checks of significant structures. A/E shall coordinate with OCFCD and project surveyor to record elevations of curbs and property walls before and after construction.

All photographic and written records shall be sufficiently detailed to be able to determine condition at the time of recordation, and include detailed location information. All documentation shall be indexed and filed with the Orange County Archives. The data base shall be searchable by address (if any), horizontal location, sewer station number, type of damage noted, type of structure or feature, and any other parameters A/E judges appropriate.

A/E shall budget a total of 150 hours for performing this work for each construction contract.

## **Task 4.18 – Public Outreach**

A/E shall support OCFCD's Public Outreach Program for the PROJECT by providing periodic updates, construction schedule and status information to Public Outreach Program staff.

A/E shall budget for 120 hours of support for each construction contract.

## **Task 4.19 - A/E Safety Training**

A/E employees shall be knowledgeable of applicable Federal and State safety standards, as well as OCSD and OCFCD policies. A/E personnel shall be appropriately trained in confined space entry and other training as necessary to administer the contract and inspect the work.

## **Task 4.20 - Quarterly Status Report of Construction Progress**

A/E shall prepare and submit a status report each quarter describing key issues, cost status, schedule status, and PROJECT progress for compilation into a program level report. The report shall include reconciliation of contract time, work progress and labor usage, provide overall PROJECT expenditures and schedule completion in graphical format on the same graph, show original budget, actual budget used, original schedule completion and actual estimated PROJECT completion on the graph. A/E shall be responsible for:

- reporting on updates to the schedule during the reporting period
- reporting on construction accidents
- reporting on major PROJECT issues developed during the reporting period
- explanation of delays and their impact on schedule and budget
- recommendations for any corrective action needed
- status of shop drawing review and RFI responses

# ATTACHMENT B

- status of construction change orders
- Status of Contractor's as-built drawings

This report shall be submitted to OCFCD. The report shall include still color photos of salient PROJECT features to provide upper management a visual representation of physical conditions and progress.

## **Task 4.21 - Final Report and Recommendation**

A/E shall prepare a final executive summary report which will provide a complete overview of the construction contract, Contractor's performance, accomplishments, a comparison of preliminary and final costs, cash flows, schedules, and recommendations for alleviating design, construction management, and construction problems experienced on the PROJECT. A/E shall also include key Contractor personnel, A/E staff, OCFCD, and OCSD staff as well as key issues encountered during the PROJECT. The intent of this final report is for use as a learning tool to help future OCFCD/OCSD projects.

A/E shall budget for 60 hours for the preparation of final report for each construction contract.

## **Task 4.22 – Provide Office Space**

A/E shall provide office space during the construction phase. The office space provided shall also accommodate 4 OCFCD staff, 2 OCSD staff and 1 SAWPA staff. In addition, an open space for survey and materials testing shall be provided.

## **PHASE 5 – COMMISSIONING SERVICES**

A/E may be requested to provide Optional commissioning services including the following tasks:

- Finalize O&M Manuals based on OCFCD and OCSD review comments and attend meetings (electronic media submittal is required)
- Review Final Operations Control Strategies prepared by Designer for as-built conditions.
- Forward Contractor's red-lined drawings to Designer for preparation of Record Drawings for loop diagrams and electrical drawings only.
- Attend Commissioning Team Meetings throughout the PROJECT
- Facilitate startup and initial operation of constructed facilities.

## **PHASE 6 – CLOSE OUT**

A/E shall attend a four hour meeting—6 months after final payment to the Contractor—to evaluate the effectiveness of the scope of work and project management procedures, and to consider improvements for future projects. A/E shall prepare a list of agenda items for the meeting. A/E shall submit a final invoice at the completion of the PROJECT.

# ATTACHMENT B

## III. GENERAL REQUIREMENTS

### GENERAL

#### **Construction Sequencing and Constraints**

During Final Design Phase, A/E shall review the contract documents prepared by Design Consultant relative to construction sequencing and constraints, and make recommendations as appropriate to OCFCD regarding detailed requirements for construction sequencing and constraints. The intent is to ensure safe and reliable operation and maintenance of OCSD facilities. The facilities must be kept on-line and fully operational with minimal interruptions throughout construction.

#### **Working Hours**

Meetings with OCFCD and OCSD staff shall be scheduled from Monday through Thursday between the hours of 8:00 AM and 4 PM.

### REIMBURSABLES

Reimbursable items of work include non-salary expense items not included in the scope of work but necessary for the work, authorized in writing in advance by the DIRECTOR. Reimbursable direct costs may include the following:

1. Identifiable postage (large packages or express, overnight, or next day mail charges), other than for general correspondence, required in the performance of the work.
2. Identifiable printing or reproduction services, commercial printing and binding, and similar costs that are not applicable to general overhead required for the performance of the work.
3. Third-party services directly applicable to the work, such as: specialized engineering services which cannot be accomplished by the A/E or subcontracted under Section A, paragraph 3 of the AGREEMENT (i.e., corrosion engineering, electrical, mechanical, etc.), special accounting expenses, special consultants, and similar costs that are not applicable to general overhead. Compensation for this paragraph shall not exceed twenty percent (20%) of the total AGREEMENT not to exceed amount.

All work conducted by special consultants on behalf of A/E under this paragraph shall be considered as part of the forty nine percent (49%) allowable portion of the AGREEMENT that can be accomplished by sub-consultants per Paragraphs 3, 4, and 5 of the AGREEMENT.

# ATTACHMENT B

NOTE: computer expense reimbursement is for third-party services only. A/E's in-house computer time is not considered a Reimbursable item and should be included as part of A/E fee, listed in Exhibit B.

4. Materials used for in-house testing, laboratory and field supplies.
5. Permit fees, application fees, and filing fees. Permit, filing, and application fees shall not be considered as subject to a 10% service charge as allowed for in paragraph 7.
6. Mileage and parking fees for field work and meetings outside Orange and Los Angeles Counties not to exceed a total of one thousand dollars (**\$1,000.00**) for the entire term of the AGREEMENT unless otherwise allowed for in writing by the DIRECTOR. Requests for an increase in disbursements under this reimbursable item of work must be approved prior to the start of work and the A/E's incurrence of such costs.
7. Payment to A/E shall be conditioned upon approval by DIRECTOR and A/E providing an invoice with copies of the tickets, receipts, invoices, or other proof of payment by A/E. Payment to A/E for all Reimbursable Items of Work shall be actual invoice cost plus a ten percent (10%) service charge approved by DIRECTOR and shall **not exceed thirty thousand dollars (\$30,000) unless otherwise allowed for in writing by DIRECTOR.**
8. All costs associated with "Reimbursable Items of Work," shall be considered as included in (not in addition to) the total AGREEMENT not to exceed amount of six million five hundred ninety eight thousand eight hundred seventy four dollars (\$6,598,874), excluding extra work, and no additional compensation will be allowed therefor.

## Items Not Considered Reimbursables Are As Follows:

1. Hotel and meal expenses for the A/E's employees being utilized during the course of working on this PROJECT.
2. Vehicle rental and equipment use and rentals.
3. Vehicle usage and mileage for the following A/E staff positions: Senior Engineering Manager, Resident Engineer, Project Engineer, Senior Inspector and Inspector. These charges shall be included in the hourly rates listed on Exhibit C.
4. Computer Aided Drafting and Design, computerized engineering software and subsequent equipment operation related to the production of exhibits, reports, submittals and study documentation shall be considered included in the cost of general overhead and included in the hourly personnel rates for this PROJECT.
5. General overhead costs such as accounting, computer rentals, and items generally required for the basic operations of daily business directly related to this PROJECT.

## ATTACHMENT B

6. Standard plans, standard specifications, reference manuals, books, periodicals, or other written materials.
7. Local telephone and FAX.

# ATTACHMENT B

## EXHIBIT B: Itemized Fee Schedule (Agreement D09-122)

### SARI Line Construction Management Support Services

Task No.	Description	Total
<b>3.0</b>	<b>Final Design - CM Support Services</b>	
3.0.1	Review Preliminary Design Report (PDR)	\$11,888
3.0.2	Review Design Submittal 2 (DS2)	\$10,032
3.0.3	Review Final Design Submittal (FDS)	\$8,176
3.0.4	Review Final Bid Documents	\$10,408
	<b>Subtotal Task 3</b>	<b>\$40,504</b>
<b>4.0</b>	<b>Construction Admin/Management/Subs/Reporting</b>	
4.1	Communications and Website	\$414,196
4.2	Inspection	\$1,854,060
4.3	Meetings	\$348,988
4.4	Insurance	\$90,680
4.5	Shop Drawings, Submittals and RFIs	\$270,460
4.6	Proposals and Changes	\$332,808
4.7	Cost Estimating and Scheduling	\$733,561
4.8	Minor Variation	\$231,244
4.9	Progress Payments	\$271,340
4.10	Disputes between Contractor and Owner	\$227,124
4.11.2	Vibration Baseline	\$78,929
4.11.5	Survey Services	\$535,200
4.12	Operations and Maintenance Manuals	\$53,712
4.13	Substantial Completion	\$60,240
4.14	Final Completion	\$60,240
4.15	Updated Drawings / Final Record Drawings	\$63,712
4.16	Claims*	\$110,000
4.17	Documentation of ROW and Adjacent Private Properties	\$60,676
4.18	Public Outreach	\$53,712
4.19	CM Consultant Safety and Training	\$83,040
4.20	Quarterly Status Report	\$121,840
4.21	Final Report and Recommendation	\$59,880
4.22	Provide Office Space	\$355,000
	<b>Subtotal Task 4</b>	<b>\$6,470,642</b>
<b>5.0</b>	<b>Commissioning Services</b>	
5.1	Coordinate O&M Manuals review comments	\$10,032
5.2	Final Process Control Strategies	\$7,176
5.3	Prepare Record Drawings	\$6,248
5.4	Finalize Lockout/Tagout procedures	\$7,176
5.5	Attend Commissioning Team Meeting	\$10,888
5.6	Conduct Staff Training	\$7,176
5.7	Startup/initial operation assistance	\$7,176
	<b>Subtotal Phase 5</b>	<b>\$55,872</b>
<b>6.0</b>	<b>Close Out</b>	
6.1	Attend Close Out Meeting	\$928
6.2	Prepare Agenda Items for Meeting	\$928
	<b>Subtotal Phase 6</b>	<b>\$1,856</b>
	<b>Reimbursables</b>	<b>\$30,000</b>
	<b>Subtotal</b>	<b>\$6,598,874.00</b>
	<b>Potential Extra Work</b>	<b>\$88,488.74</b>
	<b>Total Contract</b>	<b>\$6,687,362.74</b>

\*OPTIONAL ITEM

# ATTACHMENT B

## EXHIBIT C

### Agreement D09-122

#### Hourly Charge Rate Schedule for MWH Americas, Inc.

Principal Professional - Tunnel Specialist	\$ 238.00
Construction Manager	\$ 232.00
Sr. Engineering Mgr - Contracts	\$ 186.00
Resident Engineer - 1	\$ 170.00
Resident Engineer - 2	\$ 165.00
Resident Engineer - 3	\$ 165.00
Project Engineer - Field	\$ 140.00
Document Control Specialist / Cost Estimator	\$ 125.00
Senior Inspector - Pipeline - 1	\$ 150.00
Senior Inspector - Pipeline - 2	\$ 140.00
Senior Inspector - Pipeline - 3	\$ 140.00
Inspector - Pipeline	\$ 135.00
Inspector - Civil/ Structural / Mechanical / Electrical	\$ 140.00
Senior Administration Assistant - 3rd Party CM	\$ 75.00



# ATTACHMENT B

## County of Orange Child Support Enforcement

### Contract Certification - EXHIBIT D

**INSTRUCTIONS:**

UPON NOTIFICATION OF SELECTION FOR CONTRACT AWARD/REQUEST FOR RENEWAL, **COMPLETE PART I AND PART II.**  
RETURN COMPLETED FORM TO: OCPW/300 North Flower Street, SANTA ANA, CA 92703. Attn: Marna Lovelady

### PART I

**A. In case of an individual contractor, provide:**

His/her name, date of birth, Social Security number, and residence address:

**B. In the case of contractor doing business in a form other than as an individual, provide:**

The name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; OR

**C. \*If your firm is a non-profit entity please indicate:** "N/A, Non-Profit Organization" **OR** If no single person owns an interest of 10 percent or more please state this fact below.

(Please note: Part II "Certification" must also be signed and returned)

**1. Name:**

D.O.B.

SSN No:

Residence Address:

**2. Name:**

D.O.B.

SSN No:

Residence Address:

### PART II

**CERTIFICATION (PART I MUST ALSO BE COMPLETED)**

I certify that \_\_\_\_\_ is in full compliance with all applicable Federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract Number: \_\_\_\_\_ with the County of Orange.

I understand that failure to comply shall constitute a material breach of the contract and the failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

# **ATTACHMENT B**

## **EDD Reporting Requirements**

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a “service provider” to whom the County pays \$600 or more or enters into a contract for \$600 or more. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2. as “an individual who is not an employee of the service-recipient for California purposes and who received compensation or executes a contract for services performed for that service-recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as “an individual who is not an employee of the...government entity for California purposes and who receives compensation or executes a contract for services performed for that... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department Web Site located at [www.edd.ca.gov/txicr.htm](http://www.edd.ca.gov/txicr.htm).

# ATTACHMENT B

## EXHIBIT E

### EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001 the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the COUNTY pays \$600 or more or with whom the COUNTY enters into an AGREEMENT for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes an AGREEMENT for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent CONTRACTORS. An independent CONTRACTOR is defined as "as an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes an AGREEMENT for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [www.edd.ca.gov/txicr.htm](http://www.edd.ca.gov/txicr.htm).

To comply with the reporting requirements of, County procedures for contracting with independent CONTRACTORS mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First Name, Middle Initial, and Last Name  
Social Security Number  
Address  
Start and expiration dates of contract  
Amount of contract

#### PART I

First Name	Middle Initial	Last Name
SSN# _____		Date of Birth _____
Address _____		
Contract No. _____		
Start Date _____	Expiration Date _____	
Dollar value of contract _____		

#### PART II

## ATTACHMENT B

### CERTIFICATION (PART I must also be completed)

I certify that \_\_\_\_\_ is in full compliance with all applicable Federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract Number: \_\_\_\_\_ with the County of Orange.

I understand that failure to comply shall constitute a material breach of the contract and the failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_