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A G R E E M E N T

THIS AGREEMENT, hereinafter referred to as "AGREEMENT" for purposes of identification hereby numbered CPO15-001, and dated _____ day of _____, 2015 is

BY AND BETWEEN

County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY"

AND

RBF Consulting,
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, COUNTY requires professional services to accomplish projects and/or services ("PROJECTS/SERVICES") as described in "**County of Orange Scope Of Work for On-Call Contract Administration & Contract Management Services**," hereinafter referred to as "Exhibit A," attached hereto and incorporated herein by reference;

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

A. Retainer

- 1. COUNTY 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 COUNTY is **Jerome Ruddins, CCM, Principal.**
- 3. A/E may employ special consultants/contractors for the

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

7 a. none

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

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

17 **B. PROJECTS/SERVICES**

18 1. Description of PROJECTS/SERVICES

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

23 b. A/E shall be responsible for submitting all
24 PROJECTS/SERVICES to COUNTY in a form which has been thoroughly reviewed and
25 checked for completeness, accuracy and consistency by the registered
26 professional named in Section A herein; and, any PROJECTS/SERVICES not

1 meeting this requirement will be returned to A/E prior to review by COUNTY.

2 2. Design Criteria and Standards

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

5 3. Scheduling

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

14 b. A/E shall allow at least three (3) working days for COUNTY
15 review of progress work schedule. In planning work A/E should anticipate and allow
16 ten (10) working days for COUNTY review of each submittal required in Exhibit A.

17 c. A/E shall meet on an "as-needed" basis as determined by
18 DIRECTOR to review progress of work, adherence to progress schedule,
19 coordination of work, scheduling of seminars, if needed, and to resolve any
20 problems that may develop.

21 d. Within three (3) working days of each meeting, A/E
22 shall prepare a brief memorandum summarizing the results of the meeting and
23 shall submit it to COUNTY for concurrence.

24 e. A/E shall complete all the work of PROJECTS/SERVICES
25 and obtain all approvals by the COUNTY within the time frame indicated in
26 Exhibit A except A/E shall not be responsible for any delay beyond the

1 control of A/E.

2 f. In the event A/E fails to complete the work and obtain
3 the approval of DIRECTOR in the time allowed, COUNTY shall have the option of
4 completing the work by its own forces or by contract with another firm. The
5 time allowed for A/E to complete the PROJECTS/SERVICES pursuant to this
6 AGREEMENT shall be extended for delay caused by COUNTY in completing its work
7 pursuant to this AGREEMENT which delay exceeds the agreed COUNTY review
8 and/or approval time periods.

9 **C. Assistance by COUNTY**

10 1. COUNTY shall assign an appropriate staff member to work with
11 A/E in connection with the work of this AGREEMENT. Said staff member's
12 duties will consist of the giving of advice and consultations, assisting A/E
13 in negotiations with other public agencies and private parties, miscellaneous
14 items which in the judgment of A/E or COUNTY's staff warrant attention, and
15 all other duties as may be described in Exhibit A.

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

18 **D. Non-Employment of COUNTY Personnel**

19 1. A/E agrees that it will neither negotiate, offer, or give
20 employment to any full-time, regular employee of COUNTY in professional
21 classifications of the same skills required for the performance of this
22 AGREEMENT who is involved in this Project in a participatory status during
23 the life of this AGREEMENT regardless of the assignments said employee may be
24 given or the days or hours employee may work.

25 2. Nothing in this AGREEMENT shall be deemed to make A/E, or any
26 of A/E's employees or agents, agents or employees of the COUNTY. A/E shall

1 be an independent contractor and shall have responsibility for and control
2 over the details and means for performing the work, provided that A/E is in
3 compliance with the terms of this AGREEMENT. Anything in the AGREEMENT which
4 may appear to give COUNTY the right to direct A/E as to the details of the
5 performance of the work or to exercise a measure of control over A/E shall
6 mean that A/E shall follow the desires of COUNTY, only in the results of the
7 work.

8 **E. Non-Discrimination**

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

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

18 **F. Employee Eligibility Verification**

19 1. A/E warrants that it fully complies with all Federal and
20 State statutes and regulations regarding the employment of aliens, and others
21 and that all its employees performing work under this AGREEMENT meet the
22 citizenship or alien status requirement set forth in Federal statutes and
23 regulations. A/E shall obtain, from all employees performing work hereunder,
24 all verification and other documentation of employment eligibility status
25 required by Federal or State statutes and regulations, including but not
26 limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324

1 et seq., as they currently exist and as they may be hereafter amended. A/E
2 shall retain all such documentation for all covered employees for the period
3 prescribed by the law.

4 2. A/E shall indemnify, defend with counsel approved in writing
5 by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees
6 from employer sanctions and any other liability which may be assessed against
7 A/E or the COUNTY or both in connection with any alleged violation of any
8 Federal or State statutes or regulations pertaining to the eligibility for
9 employment of any persons performing work under this AGREEMENT.

10 **G. Termination of Agreement for Cause**

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

14 2. A/E shall have the opportunity to cure the alleged breach
15 prior to termination.

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

20 **H. Termination for Convenience**

21 1. Notwithstanding any other provision of the AGREEMENT, COUNTY
22 may at any time, and without cause, terminate this AGREEMENT in whole or in
23 part, upon not less than seven (7) calendar days' written notice to the A/E.
24 Such termination shall be effected by delivery to the A/E of a notice of
25 termination specifying the effective date of the termination and the extent
26 of the Work to be terminated.

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

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

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

10 5. A/E shall insert in all subcontracts that the subcontractor
11 shall stop work on the date of and to the extent specified in a notice of
12 termination, and shall require subcontractors to insert the same condition
13 in any lower tier subcontracts.

14 **I. Term and Maximum Compensation**

15 The term of this AGREEMENT is for three (3) years commencing on
16 the date of execution by the Board of Supervisors, with a maximum allowable
17 compensation of four hundred thousand dollars (\$400,000), except as permitted
18 in Paragraph J below.

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

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

22 1. For completion and approval of all PROJECTS/SERVICES where
23 "Extra Work" (defined as changes in approved portions of the PROJECT/SERVICES
24 required by and ordered in writing by DIRECTOR which changes constitute a
25 change in or departure from said approved portions of PROJECTS/SERVICES) is
26 not authorized, compensation including reimbursables shall be described and

1 payable as stipulated in Fee Schedule, herein after referred to as "Exhibit
2 B", attached hereto and incorporated herein by reference.

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

4 a. The amount for Extra Work shall be determined using
5 Exhibit B. Extra Work shall be required by and ordered in writing by
6 DIRECTOR. DIRECTOR may order Extra Work not to exceed ten thousand dollars
7 (\$10,000) for contracts of less than One hundred thousand (\$100,000), and may
8 order Extra Work up to ten percent (10%) for contracts not exceeding two
9 hundred fifty thousand dollars (\$250,000). For contracts greater than two
10 hundred fifty thousand dollars (\$250,000), Extra Work shall not exceed
11 twenty-five thousand dollars* (\$25,000) plus one percent (1%) of the original
12 contract amount in excess of two hundred fifty thousand dollars (\$250,000).
13 In no case shall Extra Work cumulatively exceed one hundred thousand dollars
14 (\$100,000), unless authorized by the Board of Supervisors.

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

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

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

22 b. For failure to complete and secure approval of other
23 authorized phases, A/E shall, upon completion of PROJECTS/SERVICES by others,
24 be entitled to receive compensation based on approved work of
25 PROJECTS/SERVICES not to exceed the amounts specified in Exhibit A for that
26 particular submittal, plus the reasonable value as determined by COUNTY of

1 the non-approved work; provided, however, that if the cost to COUNTY to
2 complete the contract exceeds the amount specified herein, A/E shall be
3 liable to COUNTY for such excess costs attributable to A/E's breach of the
4 AGREEMENT.

5 **K. Laws to be Observed**

6 A/E is assumed to be familiar with and, at all times, shall
7 observe and comply with all federal, state and local laws, ordinances and
8 regulations in any manner affecting the conduct of the PROJECTS/SERVICES.

9 **L. Errors and Omissions**

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

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

26 **M. Insurance**

1 1. Prior to the provision of services under this AGREEMENT, A/E
2 agrees to purchase all required insurance at A/E's expense and to deposit
3 with COUNTY Certificates of Insurance, including all endorsements required
4 herein, necessary to satisfy COUNTY that the insurance provisions of this
5 AGREEMENT have been complied with and to keep such insurance coverage and the
6 certificates therefor on deposit with COUNTY during the entire term of this
7 AGREEMENT. COUNTY reserves the right to request that A/E provide COUNTY with
8 copies of the declarations page showing all endorsements and a certified copy
9 of the policy.

10 2. In addition, all subcontractors performing work on behalf of
11 A/E pursuant to this AGREEMENT shall obtain insurance subject to the same
12 terms and conditions as set forth herein for A/E.

13 3. All self-insured retentions (SIRs) or deductibles shall be
14 clearly stated on the Certificate of Insurance. If no deductibles or SIRs
15 apply, indicate this on the Certificate of Insurance with a zero (0) by the
16 appropriate line of coverage. Any deductible or self-insured retention (SIR)
17 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall
18 specifically be approved by the County Executive Office (CEO)/Office of Risk
19 Management upon review of A/E's current audited financial report. A/E shall
20 be responsible for reimbursement of any deductible to the insurer.

21 4. If A/E fails to maintain insurance acceptable to COUNTY for
22 the full term of this AGREEMENT, COUNTY may terminate this AGREEMENT.

23 A. Qualified Insurer

24 1. The policy or policies of insurance must be issued by an
25 insurer licensed to do business in the state of California (California
26 Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating)

1 and VIII (Financial Size Category) as determined by the most current edition
 2 of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com.
 3 It is preferred, but not mandatory, that the insurer be licensed to do
 4 business in the state of California. If the insurance carrier does not have
 5 an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the
 6 right to approve or reject carrier after a review of the company's
 7 performance and financial ratings. If the non-admitted insurance carrier
 8 meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can
 9 accept the insurance.

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including converge for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims made or per occurrence \$2,000,000 aggregate

20 B. Required Coverage Forms

21 1. The Commercial General Liability coverage shall be written on
 22 Insurance Service Office (ISO) form CG 00 01, or substitute form providing
 23 liability coverage as broad.

24 2. The Business Auto Liability coverage shall be written on ISO
 25 form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing
 26 liability coverage as broad.

1 C. Required Endorsements

2 1. The Commercial General Liability policy shall contain the
3 following endorsements, which shall accompany the Certification of Insurance:

4 a) An Additional Insured endorsement using ISO form CG 20 10
5 or CG 20 33 or a form at least broad, naming the County of
6 Orange, hereinafter referred to as "COUNTY", their elected
7 and appointed officials, and employees as Additional
8 Insured.

9 b) A primary non-contributing endorsement evidencing that the
10 A/E's insurance is primary and any insurance maintained by
11 the COUNTY shall be excess and non-contributing.

12 2. The Worker's Compensation policy shall contain a waiver of
13 subrogation endorsement waiving all rights of subrogation against COUNTY and
14 members of the Board of Supervisors, its elected and appointed officials,
15 officers, employees and agents.

16 3. All insurance policies required by this AGREEMENT shall waive
17 all rights of subrogation against COUNTY, and members of the Board of
18 Supervisors, its elected and appointed officials, officers, agents and
19 employees when acting within the scope of their appointment or employment.

20 4. All insurance policies required by this AGREEMENT shall give
21 COUNTY thirty (30) days notice in the event of cancellation and ten (10) days
22 notice for non-payment of premium. This shall be evidenced by policy
23 provisions or an endorsement separate from the Certificate of Insurance.

24 5. If A/E's Professional Liability policy is a "claims made"
25 policy, A/E shall agree to maintain professional liability coverage for two
26 years following completion of contract.

1 6. The Commercial General Liability policy shall contain a
2 severability of interests' clause (standard in the ISO CG 001 policy).

3 7. Insurance certificates should be forwarded to the COUNTY
4 address listed on the solicitation.

5 8. If the A/E fails to provide the insurance certificates and
6 endorsements within seven (7) days of notification by COUNTY, award may be
7 made to the next qualified vendor.

8 9. COUNTY expressly retains the right to require A/E to increase
9 or decrease insurance of any of the above insurance types throughout the term
10 of this AGREEMENT. Any increase or decrease in insurance will be as deemed
11 by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

12 10. COUNTY shall notify A/E in writing of changes in the
13 insurance requirements. If A/E does not deposit copies of acceptable
14 certificates of insurance and endorsements with COUNTY incorporating such
15 changes within thirty (30) days of receipt of such notice, this AGREEMENT may
16 be in breach without further notice to A/E, and COUNTY shall be entitled to
17 all legal remedies.

18 11. The procuring of such required policy or policies of
19 insurance shall not be construed to limit A/E's liability hereunder nor to
20 fulfill the indemnification provisions and requirements of this AGREEMENT,
21 nor act in any way to reduce the policy coverage and limits available from
22 the insurer.

23 **N. Indemnification**

24 A/E agrees to, indemnify, defend with counsel approved in writing
25 by COUNTY, and hold COUNTY, the County of Orange ("COUNTY"), their elected
26 and appointed officials, officers, employees, agents and those special

1 districts and agencies which COUNTY'S Board of Supervisors acts as the
2 governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or
3 liability of any kind or nature, including but not limited to personal injury
4 or property damage, arising out of, pertaining to, or relating to the
5 negligence, recklessness, or willful misconduct of the A/E. If judgment is
6 entered against A/E and COUNTY by a court of competent jurisdiction because
7 of the concurrent active negligence of A/E and COUNTY or COUNTY INDEMNITEES,
8 A/E and COUNTY agree that liability will be apportioned as determined by the
9 court. Neither party shall request a jury apportionment. Notwithstanding
10 anything stated above, nothing contained herein shall relieve A/E of any
11 insurance requirements or obligations created elsewhere in this AGREEMENT.

12 **O. Award of Construction Agreement and Other Future Agreements**

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

22 **P. Amendments**

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

1 or binding on COUNTY unless authorized by COUNTY in writing.

2 **Q. Successors and Assigns**

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

6 **R. Entirety**

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

9 **S. Severability**

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

14 **T. Binding Obligation**

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

19 **U. Governing Law and Venue**

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

1 Section 394.

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

8 **V. Child Support Enforcement Requirements**

9 1. To comply with child support enforcement requirements of the
10 COUNTY, within thirty (30) days of notification of selection for award of
11 PROJECTS/SERVICES, A/E agrees to complete and furnish to DIRECTOR the
12 information required in County of Orange Child Support Enforcement Contract
13 Certification, hereinafter referred to as "Exhibit C," attached hereto and
14 incorporated herein by reference.

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

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

24 **W. Ownership of Documents**

25 1. All data, including but not limited to letters, reports,
26 files, plans, drawings, specifications, proposals, sketches, diagrams and

1 calculations, prepared by A/E and/or anyone acting under the supervision of
2 A/E pursuant to this AGREEMENT, shall become the property of COUNTY upon
3 preparation by A/E and may be used by the COUNTY as it may require without
4 additional cost to the COUNTY.

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

12 **X. Confidentiality**

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

21 2. Nothing furnished to A/E which is generally known among
22 counties in Southern California shall be deemed confidential.

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

1 **Y. Publication**

2 1. No copies of sketches, schedules, written documents, computer
3 based data, photographs, maps or graphs, including graphic art work,
4 resulting from performance or prepared in connection with this AGREEMENT, are
5 to be released by A/E and/or anyone acting under the supervision of A/E to
6 any person, partnership, company, corporation, or agency, without prior
7 written approval by the COUNTY, except as necessary for the performance of
8 the services of this AGREEMENT. All press contacts, including graphic
9 display information to be published in newspapers, magazines, etc., are to be
10 administered only after COUNTY approval.

11 2. The A/E agrees that it will not issue any news releases or make
12 any contact with the media in connection with either the award of this
13 AGREEMENT or any subsequent amendment of, or effort under this AGREEMENT. A/E
14 must first obtain review and approval of said media contact from the COUNTY
15 through the COUNTY'S Project Manager. Any requests for interviews or
16 information received by the media should be referred directly to the COUNTY.
17 A/E's are not authorized to serve as a media spokespersons for COUNTY
18 projects without first obtaining permission from the COUNTY Project Manager.

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

20 1. A/E shall keep an accurate record of time expended by A/E
21 and/or consultants employed by A/E in the performance of this AGREEMENT.

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

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

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

10 **AA. Notices**

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

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

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

26

1 For A/E:

2 Name: RBF Consulting
3 Address: 14725 Alton Parkway
4 City: Irvine, CA 92618
5 Attn: Jerome Ruddins, CCM, Vice-President
6 Phone: 949-855-3634
7 E-mail: JRuddins@mbakerintl.com
8 Fax: 949-855-7050

9 For COUNTY:

10 Name: OC Community Resources/Central Project Office
11 Address 1501 E. St. Andrew Pl.
12 City Santa Ana, CA 92705
13 Attn: Cecelia Varela, Interim Manager
14 Phone: 714-973-6876
15 E-mail: Cecelia.Varela@occr.ocgov.com
16 Fax: 714-566-3073

17 **AB. Attorney's Fees**

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

21 **AC. Interpretation**

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

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

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

32 4. Accordingly, any rule of law (including California Civil Code

1 Section 1654) or legal decision that would require interpretation of any
2 ambiguities in this AGREEMENT against the PARTY that has drafted it is not
3 applicable and is waived.

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

6 **AD. Headings**

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

11 **AE. Acceptance**

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

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

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

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

22 **AG. Remedies Not Exclusive**

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

1 **AH. Independent Contractor**

2 1. As referenced in Section D of this AGREEMENT, A/E shall be
3 considered an independent contractor.

4 2. Neither A/E, its employees nor anyone working under A/E shall
5 qualify for workers' compensation or other fringe benefits of any kind
6 through COUNTY.

7 **AI. Bills and Liens**

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

15 **AJ. Changes**

16 A/E shall make no changes in the work or perform any additional
17 work without the COUNTY'S specific written approval.

18 **AK. Assignment**

19 The terms, covenants, and conditions contained herein shall apply
20 to and bind the heirs, successors, executors, administrators and assigns of
21 the parties. Furthermore, neither the performance of this AGREEMENT nor any
22 portion thereof may be assigned or sub-contracted by A/E, by any means
23 whatsoever including but not limited to acquisition by merger, without the
24 express written consent of COUNTY. Any attempt by A/E to assign or sub-
25 contract the performance or any portion thereof of this AGREEMENT without the
26 express written consent of COUNTY shall be invalid and shall constitute a

1 breach of this AGREEMENT.

2 **AL. Changes in Ownership**

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

10 **AM. Force Majeure**

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

18 **AN. Compliance with Laws**

19 1. A/E represents and agrees that services to be provided under
20 this AGREEMENT shall fully comply, at A/E's expense, with all standards,
21 laws, statutes, restrictions, ordinances, requirements, and regulations
22 (collectively "laws"), including, but not limited to those issued by COUNTY
23 in its governmental capacity and all other laws applicable to the
24 PROJECTS/SERVICES at the time PROJECTS/SERVICES are provided to and accepted
25 by COUNTY.

26 2. A/E acknowledges that COUNTY is relying on A/E for such

1 compliance, and pursuant to the requirements of the indemnification paragraph
2 above, A/E agrees that it shall defend, indemnify and hold COUNTY and COUNTY
3 INDEMNITEES harmless from all liability, damages, costs and expenses arising
4 from or related to a violation of such laws.

5 **AO. Calendar Days**

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

8 **AP. Breach of Contract**

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

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

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

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

20 **AQ. Default**

21 1. In the event any equipment or service furnished by the A/E in
22 the performance of this AGREEMENT should fail to conform to the
23 specifications therein within one (1) calendar year from the COUNTY's
24 acceptance of the equipment or service, or any performance period
25 specifically specified within the specifications or AGREEMENT, whichever is
26 greater, the COUNTY may reject same, and it shall become the duty of the A/E

1 to reclaim and remove the items without expense to the COUNTY and to
2 immediately replace all such rejected equipment or service with others
3 conforming to such specifications, provided that should the A/E fail, neglect
4 or refuse to do so within one hundred and twenty (120) calendar days, the
5 COUNTY shall have the right to purchase on the open market a corresponding
6 quantity of any such equipment or service and to deduct from any monies due
7 or that may thereafter become due to the A/E the difference between the price
8 specified in this AGREEMENT and the actual cost to the COUNTY.

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

13 3. In the event of the cancellation of this AGREEMENT, either in
14 whole or in part, by reason of the default or breach by the A/E, any loss or
15 damage sustained by the COUNTY in procuring any equipment or service which
16 the A/E agreed to supply under this AGREEMENT shall be borne and paid for by
17 the A/E.

18 4. Default shall include failure to carry out any of the
19 requirements of this AGREEMENT, including, but not limited to not providing
20 enough properly skilled workers or proper materials, persistently
21 disregarding laws and or ordinances, not proceeding with the
22 PROJECTS/SERVICES as agreed to herein, or otherwise substantially violating
23 any provision of this AGREEMENT.

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

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

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

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

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

15 **AS. Title to Data**

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

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

26 **AT. Availability of Funds**

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

6 **AU. Contract Construction**

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

12 **AV. Waiver of Jury Trial**

13 Each PARTY acknowledges that it is aware of and has had the
14 opportunity to seek advice of counsel of its choice with respect to its
15 rights to trial by jury, and each PARTY, for itself and its successors,
16 creditors, and assigns, does hereby expressly and knowingly waive and release
17 all such rights to trial by jury in any action, proceeding or counterclaim
18 brought by any PARTY hereto against the other (and/or against its officers,
19 directors, employees, agents, or subsidiary or affiliated entities) on or
20 with regard to any matters whatsoever arising out of or in any way connected
21 with this AGREEMENT and/or any other claim of injury or damage.

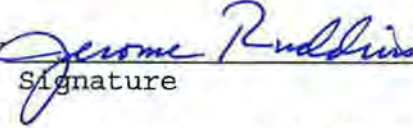
22 ///

23 ///

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

3 **RBF Consulting**
4 a California Corporation,

5 Date: 1-8-15

6 By 
Signature

7 Jerome Ruddins, CCM, Vice-President
Print Name & Title

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

10 Date: 1-8-15

11 By 
Signature

12 Rick Rubin, PE, AICP, LEED AP, Asst. Secretary
13 Print Name & Title

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

16 COUNTY OF ORANGE,
17 a political subdivision of the State of
18 California

19 Date: _____

20 By _____
21 Chair of the Board of Supervisors
22 Orange County, CA

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

_____ Susan Novak
Clerk of the Board of Supervisors
County of Orange, California

27 Date: 1-9-15

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

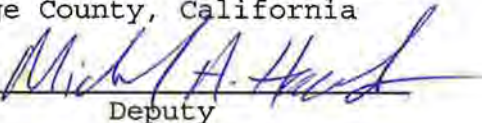
31 By: 
Deputy

Exhibit A

+
Orange County Community Resources

**“On-Call”
ARCHITECT/ENGINEER (A/E)
CONTRACT ADMINISTRATION & CONSTRUCTION MANAGEMENT
PROFESSIONAL CONSULTANT SERVICES**

SCOPE OF WORK

The County of Orange (hereinafter “County”) through its Orange County Community Resources Department (hereinafter “OCCR”) manages and operates a system of facilities of regional parks, beaches, harbors, trails and historic sites; branch libraries and buildings where animal care, homeowner programs, veteran and older adult assistance services and other community services are being administered and provided to the public.

Introduction/Purpose

OCCR requires supplemental contract administration/construction management professional consultant services to meet workload demands and project scheduling commitments for implementation of capital improvement and rehabilitation projects.

Throughout the remainder of this document the term “A/E” shall refer to the Architect/Engineer or professional consultant providing services, and “OCCR” shall refer to the OC Parks Director or OC Public Library Director or OCCR Animal Care Director or OCCR Admin Services Director or designated staff who shall be administering the AGREEMENT, unless stated otherwise. “AGREEMENT” shall refer to the written contract between the A/E and the County of Orange (hereinafter “COUNTY”).

Scope of Work

There are two parts to this Scope of Work. **Part I**, or “General Scope of Work,” describes the general “On Call” services to be provided as part of the AGREEMENT, and describes the administrative process of the AGREEMENT. **Part II**, or “Specific Scope of Work,” describes the specific “On-Call” services to be provided as part of the AGREEMENT for various disciplines of work.

Part I – General Scope of Work

1. Contract Task Order

After award of an AGREEMENT by the COUNTY’s Board of Supervisors, A/E shall be assigned work via a task order by OCCR which shall subsequently be referred to as the “Contract Task Order” (hereinafter “CTO”). A CTO for each project shall be developed by A/E in conjunction with OCCR. OCCR shall assign a project manager (hereinafter “OCPM”) for each CTO who shall work with the assigned A/E Project Manager (“A/E

Exhibit A

PM"). OCPM shall manage all A/E's work including monitoring the CTO work schedule, quality of deliverables, review of invoiced amounts, adherence to set budget, and internal review of submittal packages.

The CTO shall include a detailed scope of work, including tasks to be performed, list of deliverables for each task, schedule of work and cost to complete the work. The schedule of work shall allow sufficient time for meetings with OCCR staff to review the work progress, provide technical and policy direction, resolve problems and ensure adherence to the work completion. The CTO shall include a cover sheet provided by OCCR with appropriate signature blocks and contract information. After OCCR and A/E are in agreement and all parties have agreed to and signed the CTO, OCCR shall provide A/E with the Notice to Proceed to begin work.

A/E shall follow the requirements as outlined in the CTO, this General and Specific Scope of Work.

2. Extra Work

Extra work shall be per the AGREEMENT Section J. 2.

In the event extra work is required, the Schedule of Fees, as submitted by A/E in the AGREEMENT (Exhibit B), shall determine the basis of payment for extra work.

3. A/E Changes Affecting Contract Work

- A. A proposed change in the A/E's designated project manager (as stated in Section A, "Retainer," subdivision 2 in the Agreement) to provide and respond to the project/service requests of OCCR, require concurrence from the County before the actual replacement and appointment of another individual. An administrative process shall be followed to reflect OCCR's approval of the new designation.
- B. A change in the A/E's office location or a new payment address for the A/E requires written notification to the OCCR Contract Administrator. A/E PM shall coordinate all changes relating to contract sections with the OCPM and OCCR Contract Administrator.
- C. Other changes to the A/E's business organization including, but not limited to, a revision in the A/E's legal entity name (i.e., name entered into contract with the County), a change in federal tax identification number and/or notices of a merger, change in ownership, addition or replacement of the principals in the A/E firm, implementation of a new business structure or organization, and any other similar changes, should be communicated in writing to the OCCR Contract Administrator in a timely manner. Amendment of the A/E agreement and/or Board approval may be required in some instances and failure to timely notify the County may result in a delay in payments to A/E.

Exhibit A

- D. Modifications affecting the CTO work, such as the use of a new labor classification or use of subcontracted work not previously included in the CTO's scope of work; a revision in the CTO's schedule or stated deliverables; and, requests for additional reimbursables or substitution of designated labor classifications used in the task order, shall be submitted in writing to the OCPM. After approval, OCPM will notify A/E PM of required procedures and documentation before authorizing the A/E to proceed with the work.
- E. Pursuant to Section AJ ("Changes") of the AGREEMENT, A/E shall make no changes in the scope of work, project schedule or required deliverables, nor perform any additional work, other than what was stipulated and agreed upon in the CTO, without OCCR's specific written approval. There shall be no compensation for unauthorized work or unauthorized changes in the CTO.

4. Reimbursable Items of Work

Reimbursable items of work include non-salary expense items that are deemed necessary for the work. A budgetary cost for reimbursables shall be submitted with each CTO. If A/E is unsure whether or not an item is eligible for reimbursement, A/E shall discuss with OCPM prior to expensing the item. Potential reimbursable items not included in the CTO's scope of work or fee schedule shall be presented in advance of invoice submittal to OCPM with supporting documentation for review and approval.

Items Considered Reimbursable Direct Costs

All of the reimbursable items shall be discussed during the preparation of the CTO and agreed upon by A/E and OCPM for inclusion in the CTO at direct cost.

- A. Identifiable communication expense (large packages or express, overnight or next day mail charges when required or requested by OCPM), other than for general correspondence required for the performance of the work.
- B. 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. A/E shall not automatically categorize these reproduction and printing expenses as reimbursable costs. OCCR may determine that some reproduction expenses fall under the category of general overhead, in which case these costs shall not be included in the CTO. A/E shall submit estimated schedule of values for standard printing and reproduction costs to OCPM for comparison against OCCR's reproduction service vendor costs; the most cost effective method of printing and reproduction shall be utilized. If the OCCR service vendor costs are deemed most cost effective, the A/E shall be required to coordinate all reproduction orders with the OCPM and OCCR service vendor. Reimbursement of pre-approved printing or reproduction costs shall be specified in the CTO.
- C. Third-party services directly applicable to the work, such as:

Exhibit A

specialized services which cannot be accomplished by the A/E or by any of A/E's listed subcontractors under Section A, Paragraph 3 of the Agreement (i.e., corrosion engineering, electrical, mechanical, etc.), special accounting expenses, special consultants, outside laboratory charges, and similar costs that are not applicable to general overhead. A/E shall obtain approval from OCCR prior to considering third party services for reimbursement and shall submit the proper documentation required by OCCR for requesting the use of third-party services in the CTO. OCCR reserves the right to refuse the use of any specialized service that may be recommended by the A/E.

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

NOTE: A/E shall obtain approval from OCCR prior to considering computer expense reimbursement for any A/E third party services. In-house computer time is not considered a reimbursable item and shall be included as part of the A/E fee, listed in A/E Schedule of Fees, Exhibit B of the AGREEMENT.

- D. Materials used for in-house testing, laboratory and field supplies.
- E. Permit fees, application fees, and filing fees. Permit, filing, and application fees shall be reimbursed at cost and therefore, **not** subject to any surcharge or additional service charge by the A/E.
- F. Mileage and parking fees for field work and meetings **outside** Orange, Los Angeles, San Bernardino, Riverside and San Diego Counties. Requests for this reimbursable item of work must be approved **prior** to the start of work and the A/E's incurrence of such costs. A/E or consultant's distance from project site or work location does not constitute a valid reason for any delay in performance.
- G. All costs associated with "Reimbursable Items of Work," shall be considered as included in (**not in addition to**) the total CTO, excluding extra work, as specified in Section 2 above and no additional compensation will be allowed. All requests for additional reimbursable items that were not included in the approved CTO's scope of work or fee schedule breakdown shall be submitted to OCPM for approval **prior** to incurring the costs. After approval, OCPM will notify A/E PM of the required procedures and documentation before authorizing the A/E to proceed with using the item(s) in question in the CTO work. Documented approval of an added or substituted reimbursable item is required for the Auditor-Controller to process the submitted A/E's invoice for payment.

Payment to A/E shall be conditioned upon approval by OCCR and A/E providing an invoice with copies of the tickets, receipts, invoices or other proof of payment by A/E. A/E shall use the payment request template provided by OCCR for each approved CTO when

Exhibit A

submitting their invoice and supporting documents to the County. Payment to A/E for all Reimbursable Items of Work shall be per CTO as **approved by OCCR**.

Items Not Considered Reimbursable

The County reserves the right to refuse any work that it finds unacceptable and/or unauthorized at no charge.

- A. Hotel and meal expenses for A/E employees during the course of working on the CTO.
- B. Vehicle rental and equipment use rentals.
- C. Travel time to and from the project location.
- D. Mileage and parking fees, and transportation costs for airfare, train or bus tickets paid to travel to and from the project location, or to attend meetings, seminars, training sessions, field/site observations and comparisons, and/or conferences **within** the counties of Orange, Los Angeles, San Bernardino, San Diego and Riverside are considered part of general overhead and therefore, not reimbursable.
- E. Computer Aided Drafting and Design, computerized engineering software, scheduling software, and subsequent equipment operation related to the production of exhibits, reports, submittals and study documentation which shall be considered included in the cost of general overhead and included in the hourly personnel rates for the CTO.
- F. General overhead costs such as accounting, computer rentals, and items generally required for the basic operations of daily business directly related to this project.
- G. Standard plans, standard specifications, reference manuals, books, periodicals, or other written materials used to complete the CTO.
- H. Use of local telephone, FAX, email, cloud-based systems and internet.
- I. Any costs other than those explicitly authorized in Section 4 above, unless written approval has been obtained in advance from OCCR.

5. Invoices

- A. A/E shall be required to submit the updated project schedule with the monthly invoices for services, including those provided by subconsultants. Payments to A/E invoiced on a monthly basis shall not exceed the total authorized CTO amount. A/E monthly invoices shall be subject to OCCR approval in accordance with progress of work, deliverables submitted, and tasks completed based on the approved updated Project Schedule.

Exhibit A

- B. OCCR shall provide a payment request template with contract information for each approved CTO. A/E shall complete this template and submit the filled-in form with their invoices and backup documents (receipts, etc.) to the County. A/E invoices shall include the Project title, Master Agreement (MA) number, Departmental Order (DO) number, total dollar cost of CTO, dollar amount of invoice (broken down by tasks and deliverables), and remaining dollar amount on CTO. Subconsultants shall follow the same format for billing to A/E.
- C. For time and material work, as well as for lump sum work, A/E shall use the payment request template provided by OCCR for the specific CTO and submit the filled-in form with their backup documents which include receipts, logs showing the breakdown of the performed task, the amount of time spent on each task by staff title, hourly rate charged and costs totaled for each staff member, etc.

Labor classification and associated hourly rate charged shall be as indicated on the approved CTO fee schedule. All labor classifications and hourly fees included on the CTO should reflect those listed in Exhibit B (fee schedule) of the A/E's Board-approved on-call agreement. A/E shall submit a written request to include a new staff title with its hourly rate in the CTO if such classification is not part of the Board-approved agreement's Exhibit B (Fee Schedule) and in order for consideration and approval by OCCR. In some instances, this may require further approval by the Orange County Board of Supervisors.

- D. A/E shall also show on the invoice a complete accounting for reimbursable items as described above in Section 4. All reimbursable items shall be invoiced and paid for at actual costs. A/E is responsible for providing OCCR with an acceptable invoice. An invoice determined not to be a proper invoice suitable for payment will be returned to A/E for correction, with a statement setting forth the reasons for rejection.
- E. Payment to A/E shall be within thirty (30) days of receipt and approval of the invoice by OCCR. A retention of ten percent (10%) shall be withheld each month from the cumulative amount due to A/E on each separate item of work. It is the A/E's responsibility to submit the retention release invoice request upon completion of project services. Payment of the remaining ten percent (10%) on each separate item of work shall be made upon acceptance and approval of said item of work by OCCR.

6. Deliverable Items of Work

Deliverable items of work may include engineering reports, concept plans, construction documents (plans, specifications & cost estimate), graphic renderings of concepts, plans, sections and details, sample boards of materials, colors and finishes used for construction, construction inspection, environmental documents, regulatory permits and contract administration/contract management services.

Deliverable items of work for each CTO shall be per the CTO approved by OCCR and agreed to by A/E. Format (e.g. correspondence, text, PS&Es, graphics, CAD standards)

Exhibit A

for deliverables shall be per the CTO. The minimum requirements for word processing, spreadsheet and PowerPoint documents shall be compatible with OCCR's standards, i.e., MS Office, for project schedule shall be MS Project (version 2010) and CAD plans shall be AutoCAD. All deliverables shall also be provided in hard copy, e-copy (via selected software) and Adobe PDF format.

7. Items Provided by OCCR

Items provided by OCCR may include historical documents, legal descriptions, record drawings etc. and shall be specified in the CTO.

8. Construction Support Services

Construction support services may include response to questions during the bid period, attendance at the pre-bid, pre-construction and construction meetings, review and response to contractor deliverables (including but not limited to construction submittals, RFIs and change orders), providing recommendation(s) for construction issues, addenda/bulletin issuance, and site visits during construction to resolve issues. The support services shall be identified in the CTO.

9. Project Schedule & Reviews**a) Project Schedule**

A/E shall submit a project schedule in MS Project or MS Project-compatible format for completion of all required CTO work including deliverables to OCCR within one week of Notice to Proceed. This schedule shall allow sufficient time and include meetings with OCCR to review the deliverables, work progress, to provide technical and policy direction, resolve problems and ensure adherence for the work completion.

A/E shall coordinate with OCPM on the project schedule format and work breakdown structure (WBS) tasks. A/E shall submit monthly progress updates of the Project Schedule (or more often as required by the OCPM). OCPM shall baseline and track the schedule based on A/E's input and schedule updates.

Delays in completion of critical path tasks due to unforeseen issues shall be brought to the immediate attention of OCCR and upon mutual agreement, shall be documented in each schedule update. Detailed project schedule and review requirements shall be per the CTO.

b) Reviews

The Project Schedule shall include COUNTY and/or other agency review periods as part of the task. A thorough professional quality control review by A/E for project submittals includes, but is not limited to, reviewing the quantify and cost calculations, spelling and grammar errors, formatting, font consistency, graphics, referencing of details, titling, etc. This review should be extended to each of the A/E's subcontractors' submittals and not just to the A/E's own prepared documents.

Exhibit A**10. Project Management & Meetings****Project Management**

OCCR staff has been trained in the Project Management methodology. As such, staff shall follow this methodology in completing projects. This methodology includes the following items: work breakdown structure, project schedule, responsibility matrix, and communication plan.

A/E is expected to provide adequate staffing resources appropriately qualified in the areas of expertise to meet the project requirements in order to meet established schedules. This requires providing backup staffing resources that meet the same project standards and requirements in the event of an emergency situation or of the A/E PM's absence. If A/E does not meet the scheduling criteria for the CTO, OCCR reserves the right to cancel the CTO and/or to request a new qualified A/E PM to manage OCCR's projects.

Meetings

Project meetings shall be scheduled as agreed upon by A/E PM and OCPM on a monthly basis (or more often as required by CTO). Within three (3) working days following each meeting, A/E PM shall submit meeting minutes identifying Discussion as well as Action Items; OCPM shall provide A/E with the format for the minutes.

11. Communications

A Communications Plan shall be developed by the OCPM for each CTO in coordination with the A/E PM to determine what is communicated, how it is communicated and to whom it is communicated.

A/E PM shall return email and phone calls within one (1) business day. Should the A/E PM be unavailable for a certain period of time, A/E PM shall assign an interim project manager to take over the CTO tasks and responsibilities in his absence and shall notify the OCPM of this interim designation. A/E warrants that its A/E PM shall keep its designated interim project manager up-to-speed with the status of the County's project and work schedule in order to prevent delays or other problems during A/E PM's absence.

12. Public Presentations

A/E may be required to develop, present and/or participate in public meetings and presentations. Preparation of visual presentations using PowerPoint, image boards and any other media and/or written technical information may also be required as part of the public meeting and presentation. Attendance and any required participation in specific public presentations/meetings shall be identified in each CTO.

Exhibit A**Part II – Specific Scope of Work**
Contract Administration/Construction Management Services (CA/CM)**Requirements of A/E**

A/E shall be responsible for assembling, coordinating and managing a team of subconsultants necessary to provide a complete project. A/E shall be the primary point of contact and shall be responsible for the project schedule, conducting meetings with OCCR as well as subconsultants, managing correspondence and submitting the CTO deliverables. A/E shall also be responsible for quality control and the oversight of the entire project per the CTO.

A/E shall be responsible for, but not limited to, providing the following general services:

A. Cost Estimating

Preparation and/or verification of preliminary and final cost estimates for OCCR projects. A/E shall prepare a detailed cost estimate using OCCR format, which includes all bid items as determined by OCCR. The estimate shall use the same nomenclature and units of pay as provided by OCCR and shall reflect current construction prices based on similar projects, historical data, the current bidding climate and the respective A/E's own judgment.

OCCR projects consist of, but are not limited to: buildings (restroom facilities, animal shelters, equipment maintenance facilities, group picnic shelters, park ranger offices, conference areas, branch libraries, OCCR-occupied facilities, etc.) park roads, parking areas, trails, drainage systems, structures, utilities (water, sewer, electrical), landscape/irrigation, athletic fields and other park amenities.

As directed by OCCR, A/E shall provide the following services:

1. Analyze preliminary project conditions, initial reports and other project-related documents to estimate project time and costs. Recognize problems of job scope, plans and specifications, determine and recommend necessary changes.
2. Prepare preliminary and/or final time and cost estimates or verification of existing estimates as directed by OCCR.

B. Contract Administration/Construction Management

The requested services consist, in general, of administering OCCR construction projects after the Award of Bid. A/E tasks shall consist of, but are not limited to, the following areas: construction budget, schedule review, change orders, submittals, progress payments, record drawings and project records. A/E shall

Exhibit A

provide assistance during negotiations with contractors, during project audits, and with any other issues that may arise in the course of a construction project.

1. **Construction Budget:** A/E shall monitor and update construction budget and coordinate with OCCR on progress payments. A/E shall obtain contractor's weekly certified payroll and compare to prevailing wages and coordinate and report to OCCR weekly.
2. **Schedule review:** A/E shall monitor construction project schedule and performance and OCCR shall approve schedule on a weekly basis. A/E shall provide assistance in addressing unanticipated conditions that may be exposed during the construction work.
3. **Change Orders:** A/E shall negotiate contractor's request for changes in contract costs and time for completion, prepare change orders and process for approval through OCCR. A/E shall monitor and document change orders.
4. **Submittals:** A/E shall coordinate with OCCR the receipt, review and approval of all shop drawings, samples, construction materials and requests for information (RFI) or clarification (RFC). A/E shall provide a set of stamped and approved plans two weeks prior to the Board of Supervisors' meeting authorizing the notice to advertise for bids. A/E shall also incorporate any addendum issued by the A/E and OCPM after the bid period into a "construction set of plans" and resubmit to the County's Plan Check department and other regulatory governing agencies for approval, in preparation for the eventual issuance of the final and complete set of plans to the successful bidder of the Board-award construction contract.
5. **Progress Payments:** A/E shall review and process contractor's progress payments to OCCR for approval.
6. **Project Records:** A/E shall maintain project files and correspondence including daily and weekly meeting minutes, shop drawings, submittals and log, photo log, change orders, progress payments, certified payroll, record drawings and other project-related documents.

C. Project Inspection

The requested services consist, in general, of providing inspection services to monitor the progress of construction projects. A/E tasks shall include, but are not limited to the following areas: site visits, daily reports, documenting construction work through daily photos, meeting attendance, test verification and final project close-out.

1. **Conduct project inspections.** Travel to/from project inspection site is included in the cost of inspections.
2. **Conduct on-site observations of construction contractor's work for contract compliance and quality control.** Report promptly to OCCR when any work is unsatisfactory, faulty, defective, or does not conform to the Contract

Exhibit A

Documents. Advise OCCR when work should be corrected, rejected, requires special testing, inspection or approval.

3. Prepare daily inspection report (OCCR form), recording hours on the job site, construction personnel and activities, construction equipment used, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations.
4. Document daily or weekly work through digital photographs. Organize by date, trade and description of work.
5. Verify delivery of materials or equipment with project specifications and submittals and file material tags in project file. Document quantities of work completed for payment. Obtain Certificate of Compliance as necessary for required items.
6. Obtain contractor's weekly certified payroll records and compare to prevailing wages.
7. Receive and maintain records of contractor's submittals and shop drawings, review for completeness and transmit to OCCR for review and approval.
8. Attend meetings including pre-construction meetings with OCCR team and/or contractor to resolve technical issues and provide meeting minutes within one working day.
9. Review and verify Construction Contract Change Order Submittal for technical compliance with the contract and transmit to OCCR.
10. Verify that tests, equipment, systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractors maintain adequate records.
11. Conduct final inspections in the company of OCCR staff and contractors and prepare final punch lists of items to be completed or corrected. Assist OCCR in determining final completion date and coordinate all close-out procedures. Verify that all items on the final punch lists have been completed or corrected and make recommendations to OCCR concerning acceptance.
12. Insure NPDES compliance and provide monthly reports to OCCR staff.
13. Coordinate work with County and, as applicable, property owners, other agencies, contractors, developers and/or other project stakeholders.
14. Review, monitor and document contractor's site safety practices for compliance with contract documents, County and Cal/OSHA requirements and contractor's submitted safety plan. Report unsafe conditions or practices promptly to OCCR and advise, if necessary, of the appropriate corrective action.

Schedule of Fees
RBF CONSULTING

	<u>Labor Classification</u>	<u>Hourly Rate</u>
1.	PRINCIPAL CONSTRUCTION MANAGER	\$225
2.	CONSTRUCTION MANAGER	\$180
3.	RESIDENT ENGINEER	\$175
4.	CONSTRUCTION INSPECTOR (PREVAILING WAGE)	\$145
5.	CONSTRUCTION COORDINATOR	\$ 85
6.	2-PERSON SURVEY CREW	\$257
7.	1-PERSON SURVEY CREW	\$170
8.	LICENSED SURVEYOR / SURVEY FIELD SUPERVISOR	\$175
9.	CADD TECHNICIAN	\$ 95
10.	SENIOR CIVIL ENGINEER	\$173
11.	DESIGN ENGINEER	\$145
12.	SENIOR ARCHITECT	\$165

This hourly rate schedule is in effect until the expiration of this Agreement.

County of Orange Child Support Enforcement

Contract Certification - EXHIBIT C

INSTRUCTIONS:
 UPON NOTIFICATION OF SELECTION FOR CONTRACT AWARD/REQUEST FOR RENEWAL, **COMPLETE BOTH PART I AND PART II.** RETURN COMPLETED FORM TO: **Child Support Svcs., 1055 N. Main St., Room 627, Santa Ana, CA 92701. Attn Ms. Thuy Luu**

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 _____

EXHIBIT D

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/txcr.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

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 _____