

ATTACHMENT B

1 2. A professional, duly registered in the State of
2 California, who shall be assigned to PROJECTS/SERVICES and whose services are
3 offered by A/E and accepted by DISTRICT is Bruce M. Phillips.

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

- 11 a. BonTerra - Environmental
- 12 b. GMU - Geotechnical
- 13 c. Huitt-Zollars - Survey
- 14 d. Rende Consulting - Structural Engineering
- 15 e. Austin-Foust - Traffic Engineering
- 16 f. Tom Harder - Groundwater

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

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

26 //

ATTACHMENT B

1 **B. PROJECTS/SERVICES**

2 1. Description of PROJECTS/SERVICES

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

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

12 2. Design Criteria and Standards

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

15 3. Scheduling

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

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

ATTACHMENT B

Agreement No. D10-065
Revised 10-15-10

1 c. A/E shall meet as-needed" basis as determined by
2 DIRECTOR with DISTRICT to review progress of work, adherence to progress
3 schedule, coordination of work, scheduling of seminars, if needed, and to
4 resolve any problems that may develop.

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

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

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

19 **C. Assistance by DISTRICT**

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

26 //

ATTACHMENT B

Agreement No. D10-065
Revised 10-15-10

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

3 **D. Non-Employment of DISTRICT and/or COUNTY Personnel**

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

10 2. Nothing in this AGREEMENT shall be deemed to make A/E, or any
11 of A/E's employees or agents, agents or employees of the DISTRICT. A/E shall
12 be an independent contractor and shall have responsibility for and control
13 over the details and means for performing the work, provided that A/E is in
14 compliance with the terms of this AGREEMENT. Anything in the AGREEMENT which
15 may appear to give DISTRICT the right to direct A/E as to the details of the
16 performance of the work or to exercise a measure of control over A/E shall
17 mean that A/E shall follow the desires of DISTRICT, only in the results of
18 the work.

19 **E. Non-Discrimination**

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

26 //

ATTACHMENT B

Agreement No. D10-065
Revised 10-15-10

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

4 **F. Employee Eligibility Verification**

5 1. A/E warrants that it fully complies with all Federal and
6 State statutes and regulations regarding the employment of aliens, and others
7 and that all its employees performing work under this AGREEMENT meet the
8 citizenship or alien status requirement set forth in Federal statutes and
9 regulations. A/E shall obtain, from all employees performing work hereunder,
10 all verification and other documentation of employment eligibility status
11 required by Federal or State statutes and regulations, including but not
12 limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324
13 et seq., as they currently exist and as they may be hereafter amended. A/E
14 shall retain all such documentation for all covered employees for the period
15 prescribed by the law.

16 2. A/E shall indemnify, defend with counsel approved in writing
17 by DISTRICT, and hold harmless, the DISTRICT, its agents, officers, and
18 employees from employer sanctions and any other liability which may be
19 assessed against A/E or the DISTRICT or both in connection with any alleged
20 violation of any Federal or State statutes or regulations pertaining to the
21 eligibility for employment of any persons performing work under this
22 AGREEMENT.

23 **G. Termination of Contract for Cause**

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

ATTACHMENT B

Agreement No. D10-065
Revised 10-15-10

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

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

7 **H. Termination for Convenience**

8 1. Notwithstanding any other provision of the AGREEMENT,
9 DISTRICT may at any time, and without cause, terminate this AGREEMENT in
10 whole or in part, upon not less than seven (7) calendar days' written notice
11 to the A/E. Such termination shall be effected by delivery to the A/E of a
12 notice of termination specifying the effective date of the termination and
13 the extent of the Work to be terminated.

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

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

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

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

ATTACHMENT B

Agreement No. D10-065
Revised 10-15-10

1 **I. Term and Maximum Compensation**

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

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

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

9 1. For completion and approval of all PROJECTS/SERVICES where
10 "Extra Work" (defined as changes in approved portions of the PROJECT/SERVICES
11 required by and ordered in writing by DIRECTOR which changes constitute a
12 change in or departure from said approved portions of PROJECTS/SERVICES) is
13 not authorized, compensation including reimbursables shall be described and
14 payable as stipulated in Fee Schedule, herein after referred to as "Exhibit
15 B", attached hereto and incorporated herein by reference.

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

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

ATTACHMENT B

Agreement No. D10-065
Revised 10-15-10

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

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

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

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

17 **K. Laws to be Observed**

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

21 **L. Errors and Omissions**

22 1. All PROJECTS/SERVICES submitted by A/E shall be complete and
23 shall be carefully checked prior to submission. A/E understands that
24 DISTRICT'S checking is discretionary, and A/E shall not assume that DISTRICT
25 will discover errors and/or omissions. If DISTRICT discovers any errors or
26 omissions prior to approving A/E's PROJECTS/SERVICES, the PROJECTS/SERVICES

ATTACHMENT B

Agreement No. D10-065
Revised 10-15-10

1 will be returned to A/E for correction. Should DISTRICT or others discover
2 errors or omissions in the work submitted by A/E after DISTRICT'S approval
3 thereof, DISTRICT'S approval of A/E's PROJECTS/SERVICES shall not be used as
4 a defense by A/E.

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

12 **M. Insurance**

13 1. Prior to the provision of services under this AGREEMENT, A/E
14 agrees to purchase all required insurance at A/E's expense and to deposit
15 with DISTRICT Certificates of Insurance, including all endorsements required
16 herein, necessary to satisfy DISTRICT that the insurance provisions of this
17 AGREEMENT have been complied with and to keep such insurance coverage and the
18 certificates therefor on deposit with DISTRICT during the entire term of this
19 AGREEMENT. DISTRICT reserves the right to request that A/E provide DISTRICT
20 with copies of the declarations page showing all endorsements and a certified
21 copy of the policy.

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

25 3. All self-insured retentions (SIRs) or deductibles shall be
26 clearly stated on the Certificate of Insurance. If no deductibles or SIRs

ATTACHMENT B

1 apply, indicate this on the Certificate of Insurance with a zero (0) by the
2 appropriate line of coverage. Any deductible or self-insured retention (SIR)
3 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall
4 specifically be approved by the County Executive Office (CEO)/Office of Risk
5 Management. A/E shall be responsible for reimbursement of any deductible to
6 the insurer.

7 4. If A/E fails to maintain insurance acceptable to DISTRICT for
8 the full term of this AGREEMENT, DISTRICT may terminate this AGREEMENT.

9 A. Qualified Insurer

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

14 2. The policy or policies of insurance must be issued by an
15 insurer licensed to do business in the state of California (California
16 Admitted Carrier). If the carrier is a non-admitted carrier in the state of
17 California and does not meet or exceed an A.M. Best rating of A-/VIII,
18 CEO/Office of Risk Management retains the right to approve or reject carrier
19 after a review of the company's performance and financial ratings. If the
20 non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-
21 /VIII, the agency can accept the insurance.

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

24 //

25 //

26 //

ATTACHMENT B

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Coverage

Minimum Limits

Commerical 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 occurrence
Environmental/Pollution Liability	\$1,000,000 per claims made or occurrence

B. Required Coverage Forms

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

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

C. Required Endorsements

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

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

b) A primary non-contributing endorsement evidencing that the

ATTACHMENT B

Agreement No. D10-065
Revised 10-15-10

1 A/E's insurance is primary and any insurance maintained by
2 the COUNTY and/or DISTRICT shall be excess and non-
3 contributing.

4 2. The Worker's Compensation policy shall contain a waiver of
5 subrogation endorsement waiving all rights of subrogation against COUNTY
6 and/or DISTRICT and members of the Board of Supervisors, its elected and
7 appointed officials, officers, employees and agents.

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

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

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

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

22 7. Insurance certificates should be forwarded to the DISTRICT
23 address listed on the solicitation.

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

ATTACHMENT B

Agreement No. D10-065
Revised 10-15-10

1 9. DISTRICT expressly retains the right to require A/E to
2 increase or decrease insurance of any of the above insurance types throughout
3 the term of this AGREEMENT. Any increase or decrease in insurance will be as
4 deemed by County of Orange Risk Manager as appropriate to adequately protect
5 DISTRICT.

6 10. DISTRICT shall notify A/E in writing of changes in the
7 insurance requirements. If A/E does not deposit copies of acceptable
8 certificates of insurance and endorsements with DISTRICT incorporating such
9 changes within thirty (30) days of receipt of such notice, this AGREEMENT may
10 be in breach without further notice to A/E, and DISTRICT shall be entitled to
11 all legal remedies.

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

16 N. Indemnification

17 A/E agrees to, indemnify, defend with counsel approved in writing
18 by DISTRICT, and hold DISTRICT, the County of Orange ("COUNTY"), their
19 elected and appointed officials, officers, employees, agents and those
20 special districts and agencies which DISTRICT'S Board of Supervisors acts as
21 the governing Board ("DISTRICT INDEMNITEES") harmless from any claims,
22 demands or liability of any kind or nature, including but not limited to
23 personal injury or property damage, arising out of, pertaining to, or
24 relating to the negligence, recklessness, or willful misconduct of the A/E.
25 If judgment is entered against A/E and DISTRICT by a court of competent
26 jurisdiction because of the concurrent active negligence of A/E and DISTRICT

ATTACHMENT B

Agreement No. D10-065
Revised 10-15-10

1 or DISTRICT INDEMNITEES, A/E and DISTRICT agree that liability will be
2 apportioned as determined by the court. Neither party shall request a jury
3 apportionment. Notwithstanding anything stated above, nothing contained
4 herein shall relieve A/E of any insurance requirements or obligations created
5 elsewhere in this AGREEMENT.

6 O. Award of Construction Agreement and Other Future Contracts

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

17 P. Amendments

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

23 Q. Successors and Assigns

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

ATTACHMENT B

1 **R. Entirety**

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

4 **S. Severability**

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

9 **T. Binding Obligation**

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

14 **U. Governing Law and Venue**

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

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

ATTACHMENT B

1 applicable limitations period.

2 **V. Child Support Enforcement Requirements**

3 1. To comply with child support enforcement requirements of the
4 DISTRICT, within thirty (30) days of notification of selection for award of
5 PROJECTS/SERVICES, A/E agrees to complete and furnish to DIRECTOR the
6 information required in County of Orange Child Support Enforcement Contract
7 Certification, hereinafter referred to as "Exhibit C," attached hereto and
8 incorporated herein by reference.

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

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

18 **W. Ownership of Documents**

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

25 2. DISTRICT shall not be limited in any way to its use thereof
26 at any time, including the release of this data to third parties. A/E shall

ATTACHMENT B

Agreement No. D10-065
Revised 10-15-10

1 be held harmless for release of such data as may be prepared or created under
2 this AGREEMENT to any third party. If A/E and/or anyone acting under the
3 supervision of A/E should later desire to use any of the data prepared in
4 connection with this AGREEMENT, A/E shall first obtain the written approval
5 of DISTRICT.

6 X. Confidentiality

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

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

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

21 Y. Publication

22 1. No copies of sketches, schedules, written documents, computer
23 based data, photographs, maps or graphs, including graphic art work,
24 resulting from performance or prepared in connection with this AGREEMENT, are
25 to be released by A/E and/or anyone acting under the supervision of A/E to
26 any person, partnership, company, corporation, or agency, without prior

ATTACHMENT B

Agreement No. D10-065
Revised 10-15-10

1 written approval by the DISTRICT, except as necessary for the performance of
2 the services of this AGREEMENT. All press contacts, including graphic
3 display information to be published in newspapers, magazines, etc., are to be
4 administered only after DISTRICT approval.

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

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

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

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

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

26 4. Should A/E cease to exist as a legal entity, records

ATTACHMENT B

Agreement No. D10-065
Revised 10-15-10

1 pertaining to this AGREEMENT shall be forwarded within a reasonable period of
2 time not to exceed sixty (60) days to its successor in interest or surviving
3 entity in a merger or acquisition, or, in the event of liquidation, to
4 DISTRICT.

5 AA. Notices

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

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

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

21 For A/E:

22 Name: Pacific Advanced Civil Engineering, Inc.
23 Address: 17250 Newhope Street, Suite 200
24 City: Fountain Valley, CA 92708
25 Attn: Bruce M. Phillips, Sr. Vice President
26 Phone: (714) 514-8807
E-mail: bphillips@pacewater.com
Fax: 714-481-7299

ATTACHMENT B

Agreement No. D10-065
Revised 10-15-10

1 For DISTRICT:

2 Name: Director, OC Public Works
3 Address: 300 N. Flower St.
4 City: Santa Ana, CA 92703-5000
5 Attn: Kevin Onuma, Flood Programs - 7th Floor
6 Phone: (949) 834-2425
7 E-mail: Kevin.onuma@ocpw.ocgov.com
8 Fax: (714) 834-4572

6 **AB. Attorney's Fees**

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

10 **AC. Interpretation**

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

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

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

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

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

ATTACHMENT B

1 **AD. Headings**

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

6 **AE. Acceptance**

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

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

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

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

18 **AG. Remedies Not Exclusive**

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

23 **AH. Independent Contractor**

24 Neither A/E, its employees nor anyone working under A/E shall
25 qualify for workers' compensation or other fringe benefits of any kind
26 through DISTRICT.

ATTACHMENT B

Agreement No. D10-065
Revised 10-15-10

1 **AI. Bills and Liens**

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

9 **AJ. Changes**

10 A/E shall make no changes in the work or perform any additional
11 work without the DISTRICT'S specific written approval.

12 **AK. Assignment**

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

22 **AL. Changes in Ownership**

23 A/E agrees that if there is a change or transfer in ownership,
24 including but not limited to merger by acquisition, of A/E's business prior
25 to completion of this AGREEMENT, the new owners shall be required under terms
26 of sale or other transfer to assume A/E's duties and obligations contained in

ATTACHMENT B

Agreement No. D10-065
Revised 10-15-10

1 this AGREEMENT and to obtain the written approval of DISTRICT of such merger
2 or acquisition, and complete the obligations and duties contained in the
3 AGREEMENT to the satisfaction of DISTRICT.

4 **AM. Force Majeure**

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

12 **AN. Compliance with Laws**

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

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

25 **AO. Calendar Days**

26 Any reference to the word "day" or "days" herein means calendar

ATTACHMENT B

Agreement No. D10-065
Revised 10-15-10

1 day or calendar days, respectively, unless otherwise expressly provided.

2 AP. Breach of Contract

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

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

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

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

14 AQ. Default

15 1. In the event any equipment or service furnished by the A/E in
16 the performance of this AGREEMENT should fail to conform to the
17 specifications therein within one (1) calendar year from the DISTRICT'S
18 acceptance of the equipment or service, or any performance period
19 specifically specified within the specifications or AGREEMENT, whichever is
20 greater, the DISTRICT may reject same, and it shall become the duty of the
21 A/E to reclaim and remove the items without expense to the DISTRICT and to
22 immediately replace all such rejected equipment or service with others
23 conforming to such specifications, provided that should the A/E fail, neglect
24 or refuse to do so within one hundred and twenty (120) calendar days, the
25 DISTRICT shall have the right to purchase on the open market a corresponding
26 quantity of any such equipment or service and to deduct from any monies due

ATTACHMENT B

Agreement No. D10-065
Revised 10-15-10

1 or that may thereafter become due to the A/E the difference between the price
2 specified in this AGREEMENT and the actual cost to the DISTRICT.

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

7 3. In the event of the cancellation of this AGREEMENT, either in
8 whole or in part, by reason of the default or breach by the A/E, any loss or
9 damage sustained by the DISTRICT in procuring any equipment or service which
10 the A/E agreed to supply under this AGREEMENT shall be borne and paid for by
11 the A/E.

12 4. Default shall include failure to carry out any of the
13 requirements of this AGREEMENT, including, but not limited to not providing
14 enough properly skilled workers or proper materials, persistently
15 disregarding laws and or ordinances, not proceeding with the
16 PROJECTS/SERVICES as agreed to herein, or otherwise substantially violating
17 any provision of this AGREEMENT.

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

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

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

25 1. The A/E shall exercise reasonable care and diligence to
26 prevent any actions or conditions that could result in a conflict with the

ATTACHMENT B

Agreement No. D10-065
Revised 10-15-10

1 best interests of the DISTRICT. This obligation shall apply to the A/E; the
2 A/E's employees, agents, and relatives; sub-tier contractors; and third
3 parties associated with accomplishing work and PROJECTS/SERVICES hereunder.

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

9 AS. Title to Data

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

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

20 AT. Availability of Funds

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

26 //

ATTACHMENT B

1 **AU. Contract Construction**

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

7 **AV. Waiver of Jury Trial**

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

17 //

18 //

19

20

21

22

23

24

25

26

ATTACHMENT B

EXHIBIT A

Revised 11-01-10

FLOOD General Scope of Work "ON-CALL" Engineering Services

DESCRIPTION OF THE ARCHITECT-ENGINEER (A/E) SERVICES

I. INTRODUCTION

The Orange County Flood Control District (DISTRICT) requires supplemental engineering resources to meet workload demands and project scheduling commitments. In order to supplement DISTRICT'S existing resources, A/E shall provide to DISTRICT "on-call" Architect- Engineer (A/E) services on an "as-needed" basis. No specified amount of work is guaranteed to the A/E. However, the amount of contracted work that will be required on an "as-needed" basis shall not exceed four hundred thousand dollars (\$400,000), excluding extra work, unless otherwise amended by mutual written agreement of the parties.

II. PURPOSE

The purpose of this Scope of Work is to describe the "on-call" professional and sub-professional engineering support services to be provided as part of this AGREEMENT, and to describe the administrative process of the AGREEMENT. Support services may include, but are not limited to planning, plan checking, engineering (hydrologic, hydraulic, structural, geotechnical, sediment transport, utility, corrosion, and right of way), Computer-Aided Drafting and Design (CADD) and hand drafting, hazardous materials assessment (HMA), surveying, report writing, environmental California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) and regulatory permit services, and cost/quantity estimation.

III. DESCRIPTION OF WORK

A. Planning and Engineering

The planning and engineering support services may include a specific service such as hydrology/hydraulic (H&H) analysis, right-of-way engineering (ROWE), HMA, etc. or in combination with other planning and engineering services for preparation of a comprehensive report, such as: a project report, storm report, technical study, or preparation of plans, specifications and estimates (PS&E). Such specific services may include, but not be limited to the following:

1. Hydrology

The work to be performed by A/E may include, but shall not be limited to:

- a) Performing hydrologic studies in accordance with the 1986 Orange County Hydrology Manual (OCHM) and its Addendum, or other criteria as specified by the DISTRICT. These tasks may include performing hydrography studies and

ATTACHMENT B

EXHIBIT A

Revised 11-01-10

reviewing existing hydrologic data/studies provided by DISTRICT. The work shall be performed utilizing HEC-1 software, WMS software, manual hand computations, AES analysis or similar. A/E shall perform such hydrology related work to produce a final hydrology report(s), which includes a summary of hydrologic information, hydrology maps and exhibits, a tabulation of the drainage areas, return frequencies and discharges for the watershed and other related information. The reports shall include a CD/DVD or other appropriate digital media containing the entire report(s) in PDF, maps in GIS format, hydrology input and output files and other supporting calculations in digital format. All reports will need to be submitted for review and approval by Director of OC Public Works or his designee, hereinafter "DIRECTOR"

- b) Reviewing hydrology studies submitted to DISTRICT for approval as to conformity with the OCHM and its addendum or other criteria specified by the DISTRICT. A/E's work shall include reviewing the data sources used in the submitted study for accuracy and appropriateness, and verifying the accuracy of the aerial mapping, topographic mapping and the hydrology map submitted. A/E shall perform field/site investigations as needed in order to assess the accuracy and validity of the watershed conditions and estimated hydrologic parameters used in the hydrology models in the submitted study. A/E shall review the submitted hydrology models including supporting calculations and analyses for conformity with the OCHM, its addendum and/or other applicable DISTRICT criteria. A/E shall prepare a comment letter for DISTRICT review and approval, stating the findings with recommendations for correcting problems or inaccuracies.

2. Hydraulic Engineering

A/E as required, will perform preliminary and/or design level hydraulic analyses of flood control facilities and local drainage systems using, but not limited to, HEC-RAS (HEC-2), WSPG, Storm Program, Microsoft Excel, and manual "hand" calculations. The analysis requested may include, but shall not be limited to, existing deficiency and capacity studies, development of design water surface elevations, development of preliminary and ultimate facility design alternatives, sedimentation engineering, construction phasing schedules, and preparation of PS&E. Hydraulic controls for tributary channels and DISTRICT committed water surface elevations (if not requested as part of A/E's duties) will be provided where available. Available reports and preliminary engineering studies performed by DISTRICT will be provided to A/E.

Geotechnical, survey, environmental, utility, and record drawing information (if not part of A/E's requested services and if available) may be provided by DISTRICT.

The work to be performed by A/E may include, but is not limited to the following:

- a) Hydraulic analysis and generation of hydraulic gradelines (HGL) for existing and future condition design alternatives. Preparation of exhibits indicating the HGL on plans, and profile sheets for existing and future condition alternatives to be presented in report(s).
- b) Hydraulic analyses for conveyance of design discharges through existing bridge and culvert structures, including: street, freeway and railroad crossings.

ATTACHMENT B

EXHIBIT A

Revised 11-01-10

- c) Sedimentation analyses for natural streams or earthen channels, including, but not limited to, the determination of sediment delivery/load, bed and bank scour (general and local), erosion and deposition (degradation/aggradation), channel/stream stability, horizontal migration and bed and bank erosion protection requirements. Sedimentation analyses may require utilizing software such as FLUVIAL-12, HEC-6 or other software widely accepted and recommended by the professional engineering community. Sedimentation analyses may also include historical research and development and calibration of a historical model in order to determine future stream behavior.
- d) Identification of local drainage facilities and catch basins, including a listing of major inlets and committed water surface elevations.
- e) Determination of capacities of local drainage facilities.
- f) Identification of alternatives, including channel alignment adjustments and right-of-way requirements.
- g) Planning and design of trails adjacent to flood control facilities, including, but not limited to, horizontal and vertical trail alignment, trail ingress and egress points and other trail design features. A/E shall follow the Orange County Highway Design Manual, CalTrans' Highway Design Manual or other guidelines acceptable to the DISTRICT.
- h) Preparation of material quantity and cost estimates for each alternative that is studied with unit prices identified. Comparisons between the costs of alternatives should be included where appropriate.
- i) Identification of major utilities, both existing and proposed (if available, may be furnished by DISTRICT), and utility conflicts of those facilities specifically requiring relocation (with the party responsible for relocation also being identified). Utility relocation costs attributable to DISTRICT shall be included in cost estimate summaries.
- i) A general discussion of soil conditions and any unique findings. Of particular interest are: ground water, perched water tables and the foundation conditions for the facilities.
- j) Identification of known environmental considerations related to each channel design alternative.
- k) Identification of right-of-way issues related to each channel design alternative.
- l) Identification of any existing agreement obligations or need for new agreements required, permits needed for approval from other agencies or cities.
- m) Identification of unique maintenance problems associated with the alternatives and determination of appropriate maintenance costs based on the project report or A/E's independent findings.

ATTACHMENT B

EXHIBIT A

Revised 11-01-10

- n) Recommendation of a preferred alternative for ultimate improvements, and identification of a possible and logical sequence of implementation (aka: construction phasing).
 - o) Identification, analysis, recommendation, and/or design of existing and/or proposed retarding, retention, water quality, and/or sediment basin alternatives.
 - p) A determination of existing condition and ultimate condition floodplains in a manner meeting the approval of DISTRICT and the Federal Emergency Management Agency (FEMA).
 - q) Attendance at public meetings as required by DISTRICT to gather information from residents and local agencies concerning local flooding and to assist DISTRICT in answering questions. A/E may be required to conduct public or in-house seminars for DIRECTOR and prepare public presentations.
 - r) Preparation of Plans and Special Provisions in accordance with the DISTRICT's Design Manuals and other approved publications as needed to perform the work in a manner meeting the approval of DIRECTOR. A/E shall utilize the OC Public Works Specifications Library and "Boiler Plates", and shall prepare the PROJECT's contract documentation to conform to the current "Reduced Plans and Special Provisions" format. Boiler Plate specifications will be provided by DISTRICT.
 - s) Preparation of final design level hydraulic, civil, structural, hydrologic, geotechnical, sediment transport, utility, corrosion, and right of way engineering in accordance with DISTRICT's Design Manual and other DISTRICT specified criteria (CalTrans, Corps, etc.).
 - t) During the advertisement, award and construction phase of the project, A/E shall make itself available to DISTRICT personnel to answer questions regarding the PROJECT design, and preparation of the plans and specifications.
 - u) Field and/or plant inspection of construction and/or fabrication activity for its conformance to the Plans and Special Provisions
 - v) Preparation and submission of computer CDs or DVDs containing all relevant information and computer runs of all alternatives studied.
3. Geotechnical

DISTRICT shall furnish previous soil investigation reports or studies to A/E where available. A/E shall independently determine if further soil investigations are required, and shall discuss the number, locations and types of soil tests needed with DISTRICT. In the event of disagreement, DISTRICT's decision shall be final. If DISTRICT determines that additional geotechnical investigations are required, A/E may perform such work or employ special consultants to accomplish the work. All costs associated with subcontracting for such services will be subject to the limitations of Section A, paragraph 3 of the AGREEMENT.

ATTACHMENT B

EXHIBIT A

Revised 11-01-10

The geotechnical services may include, but not limited to: slope stability analyses; design and recommendations for concrete trapezoidal and vertical wall flood control channels, concrete or masonry retaining walls, mechanically stabilized earth (MSE) retaining walls, soil nailing, soil reinforcement, sheet piles, tie-backs, etc.; development and implementation of field investigation plan involving field data collection as deemed necessary; development of laboratory testing program to conduct soils surface and subsurface characterization tests as applicable to the needs of the project and performance of such tests; development of seismic analysis and design criteria in accordance with code or other design requirements; recommendations for allowable soil bearing pressure and design of foundations; embankment and excavation procedures; settlement and consolidation analyses; compaction recommendations; lateral, active, and passive earth pressures; dewatering, subsidence, landslide mapping, slope stabilization, sudden drawdown, soil corrosion, erosion, sedimentation control and other applicable design criteria as deemed necessary. A/E may also be required to provide analysis for groundwater movement within the near surface aquifer for which project may impact and to make conclusions and recommendations for mitigation.

4. Structural Engineering

A/E may be required as necessary to perform structural design for purposes such as final plans and specifications. Designs include, but may not be limited to retaining walls, trapezoidal and rectangular concrete channels, reinforced concrete box conduits, sheet piles, bearing piles, tie-backs and deadmen, bridge crossings, pump stations and appurtenant structures, grade stabilizers, drop structures, and spillways including transition and tie-in details.

A/E shall conform to the requirements, standards and guidelines of the OCFCD Design Manual, current edition, including all addenda thereto, and/or additional design criteria as specified by DIRECTOR

5. Traffic Engineering

A/E may be required to prepare construction phasing traffic control plans, perform traffic studies that shall include, but not be limited to: traffic count, traffic management plan, traffic control, traffic projection for the base year construction, cost estimates, etc. A/E shall follow the Orange County Highway Design Manual, CalTrans' Highway Design Manual, Highway Capacity Manual, California Manual on Uniform Traffic Control Devices, or other guidelines acceptable to DISTRICT.

6. Corrosion Protection

A/E may be required to perform corrosion protection evaluations, studies, and investigations; Cathodic Protection (CP) system and protective coatings design; field inspection of CP system construction and/or repair; and shop and field inspection of corrosion resistant coating applications including inspection of structural and spot welds. A/E may also be expected to perform review of contractor submittals, shop drawings, substitutions, and proposed field changes.

7. LOMR/CLOMR

ATTACHMENT B

EXHIBIT A

Revised 11-01-10

A/E may be required to prepare a Letter of Map Revision (LOMR) or Conditional Letter of Map Revision (CLOMR) for an OCFCD facility. Engineering services may require levee certification evaluation as well as all elements for the FEMA LOMR package including completion of MT-2 form and all supporting documentation based on latest FEMA requirements.

B. Environmental Assessment

A/E may be required to: provide a biological assessment and an environmental analysis of the impact of proposed project alternatives on vegetation and wildlife in sufficient detail to provide insight into potential impacts and associated mitigation measures for each alternative; provide file documents required for environmental determination under the CEQA or NEPA with OC Public Works, OC Planning/Environmental Planning Section; and perform environmental analyses at a conceptual level to determine whether or not a formal Environmental Impact Report (EIR) may be required. Biological assessments, environmental analyses, and report preparation shall be in a format suitable for submittal to the California Department of Fish & Game (CDFG), the Army Corps of Engineers (ACOE)/U. S. Fish and Wildlife Service (USFWS), California Regional Water Quality Control Board, (CRWQCB) and/or California Coastal Commission (CCC).

A/E may be required to provide expertise in fisheries or other wildlife where biological monitoring during study or construction phase of a project is necessary.

C. Permits

A/E may be required to prepare and submit permit applications and process these permits through Cities, CalTrans; regulatory agencies, such as: the CDFG, ACOE, CCC, CRWQCB and any other applicable regulatory permitting agency. The work may include, but is not limited to: preparation of permit applications, submittal of permits, coordination between DISTRICT and the regulatory agencies, and attendance at meetings. No such permit related work shall be accomplished with any of the Agencies without first obtaining DISTRICT's approval on matters relevant to such permits.

D. Surveys

DISTRICT will furnish existing as-built plans and/or previous field data available in its files. For work prepared by A/E, A/E shall be responsible for determining if additional surveys such as cross-sections, topography and spot elevations are required. In the event of disagreement on the justification, the decision of DISTRICT shall be final. DISTRICT may request additional survey services related or unrelated to work conducted by A/E. If DISTRICT determines that additional survey data are required, A/E may perform such work or employ special consultants to accomplish the work. All costs associated with subcontracting for such services will be subject to the limitations of Section A, paragraph 3 of the AGREEMENT. All surveys obtained from outside sources shall be stamped by a Registered Land Surveyor and be performed to the standards and criteria of the Orange County Surveyor.

E. Right of way services

ATTACHMENT B

EXHIBIT A

Revised 11-01-10

A/E may be required to prepare, acquire, and/or review legal descriptions, record of survey, easement deeds, Title Insurance, and other related right-of-way documents pertinent to the project. A/E's services may also be required to prepare, acquire, and/or review documents necessary to acquire rights of way necessary for the implementation of DISTRICT projects. If DISTRICT determines that such right of way and real estate services are required, A/E may perform such work or employ special consultants to accomplish the work. All costs associated with subcontracting for such services will be subject to the limitations of Section A, paragraph 3 of the AGREEMENT. All right of way and real estate services obtained from outside sources shall conform to the standards and practices of the OC Public Works/Right of Way Engineering Section and/or OC Public Works/Real Estate Services Section.

F. Utility Relocation

A/E may be required to perform engineering services related to: determination of utility disposition, ownership, and superior rights for all utilities within project area; determination of utility location and depth including conducting pot-holing operations if necessary; and design and/or coordination of utility relocations within the project area. The task may include, but not be limited to research, pot-holing, surveying, design, cost estimates, permits, agreements, PS&E (portion related to the relocations), coordination with utility companies and other agencies.

If DISTRICT determines that such utility services are required, A/E may perform such work or employ special consultants to accomplish the work. All costs associated with subcontracting for such services will be subject to the limitations of Section A, paragraph 3 of the AGREEMENT. All utility services obtained from outside sources shall conform to the standards and practices of the OC Public Works/Utilities Unit.

G. Hazardous Waste

A/E may be required to conduct an environmental site assessment for the purpose of hazardous material assessment, including but not limited to review previous environmental documents pertinent to the project, field investigation, preparation of sampling plan, collection of soil and groundwater samples, analyzing soil and groundwater samples for possible contamination, and preparation of report (HMA Phase I and/or Phase II) and recommendation. The task includes obtaining permit and coordinating with utility companies and other agencies (CalTrans, cities, etc.). A/E shall recommend methods for possible waste and ground water disposal approved by OSHA and other agencies. A/E should prepare the most efficient and cost effective method of disposal.

If DISTRICT determines that such HMA services are required, A/E may perform such work or employ special consultants to accomplish the work. All costs associated with subcontracting for such services will be subject to the limitations of Section A, paragraph 3 of the AGREEMENT. All HMA services obtained from outside sources shall conform to the standards and practices of the OC Public Works/Environmental Resources Section.

H. Plan Checking

ATTACHMENT B

EXHIBIT A

Revised 11-01-10

1. A/E shall review each of the developer submitted plans and specifications which herein after shall be called a "PROJECT" for the following:
 - a) Check for adequacy of the submittal and compliance with DISTRICT/County standards and criteria, regulatory permit conditions, mitigation measures and applicable federal, state or County requirements, "the standard of ordinary care" and technical correctness.
 - b) Safety issues:
The flood control plan submittals shall be reviewed for adherence to County/DISTRICT standards of design criteria and in cases where strict adherence to the standards of design would be impractical or unreasonable, identify deviations and make sure they are in accordance with good engineering practice and the public health and safety.
 - c) Maintenance issues:
Maintenance being an ongoing County/DISTRICT cost, the plans should be reviewed for maintenance cost effectiveness.
 - d) Drainage:
Local drainage should be reviewed relative to maintenance and safety. Hydraulics and Hydrology should be checked.

2. A/E shall review submittal to see if all required parts constituting a complete bid package is provided. Typical items to be reviewed are:
 - a) Detail sheets:
Review plans for adequacy, clarity and completeness; particular attention should be paid to details known to cause hydraulic, structural, serviceability or maintenance problems.
 - b) Calculations:
Review design criteria, method of analysis, use of DISTRICT/County standards.
 - c) Review Structural Design:
Review design criteria, method of analysis, use of DISTRICT/County standards.
 - d) Review materials specified for conformance to current practices and appropriateness use.
 - e) Review Geotechnical submittals for conformance with design.
 - f) Hydraulics:
Review hydraulic and hydrologic computations for conformance with County/DISTRICT standards.

I. Exhibits and Appendices

The A/E may be required to prepare the following items:

ATTACHMENT B

EXHIBIT A

Revised 11-01-10

1. Presentation drawings of various sizes for public presentations and in-house design seminars. Plan and profile sheet exhibits for original conditions as well as all alternatives reflecting hydraulic grade lines for existing capacity and 100-year storm discharges. Construction plans and/or detail exhibits sufficient to conduct design seminars and public meetings. All plan, profile, and detail sheets prepared as construction drawings shall conform to the OC Public Works CADD guidelines and standards, and shall be computer plotted on mylar or ink drawn on standard 22" X 34" mylar sheets. A/E will reproduce construction plans at 1/2 size (11"x17") for complete legibility at the reduced size. A/E may be required to prepare plans on mylar with topography screened on the plan view. A title sheet with an index reference may also be required.
2. Pertinent photographs to supplement information in the project report, project study, and/or design report.
3. An 8-1/2 x 11" location map and vicinity map.
4. Exhibits illustrating cost comparison of channel design alternatives and/or engineer's quantity and cost estimates.
5. Right-of-way maps, if necessary.

J. Design Requirements and Criteria

1. Engineering

A/E shall conform to the requirements, criteria, standards, and guidelines of the DISTRICT's, Flood Control Design Manual, including all Addenda thereto, the County of Orange, Local Drainage Manual, the US Army Corps of Engineers, Engineers Manuals (where applicable), and all references and standards referred to therein. In addition to the above, A/E may be required to use other manuals such as the Flood Insurance Study Guidelines and Specifications for Study Contractors, FEMA 37 and other such manuals where appropriate. All manuals used shall be the most up-to-date and current edition. Any deviation from the above listed materials shall be approved by DIRECTOR prior to start of work and/or notice to proceed.

Computer programs used for hydraulic modeling, such as HEC-RAS (HEC-2), or WSPG shall be compatible with DISTRICT's computer equipment, and A/E shall receive DIRECTOR approval of any program before it is used.

Computer programs used for structural engineering shall be compatible with DISTRICT's computer equipment and A/E shall receive DIRECTOR approval of any program before it is used.

2. Hydrology

A/E shall conform to the requirements, standards, and guidelines of the Orange County Hydrology Manual, including all Addenda thereto and all references and standards referred to therein.

ATTACHMENT B

EXHIBIT A

Revised 11-01-10

3. Drafting

Plan and profile sheets shall be drawn using the criteria as set forth by DIRECTOR. A/E may only reference on the plans those standard details as included in the OC Public Works (formerly RDMD, PFRD, or EMA) Standard Plans, latest Edition. All other standard plans to be referenced must be approved by DIRECTOR. A/E shall submit a CD or DVD disk containing all plans and profile sheets which shall be compatible with the CAD drafting system used by DISTRICT and shall be suitable for inclusion in engineering reports.

4. General

All work to be performed for PROJECT must be accomplished under the direct supervision and responsible charge of a Professional Civil Engineer, Mechanical Engineer, and/or Electrical Engineer registered by the Department of Consumer Affairs in the State of California unless otherwise allowed for by DIRECTOR. The Professional Engineer shall affix his/her stamp and sign all to the engineering plans, analyses, studies, reports, and any other engineering documents prepared.

A/E shall be responsible for obtaining all the above-listed references and manuals, except where provided for in Section VI, "DISTRICT Supplied Items," of this scope of work.

IV. SCHEDULE OF WORK/MEETINGS

A/E shall submit a schedule for completion of all required work along with a list of deliverables to DISTRICT within one week of being notified by DISTRICT to begin work. The schedule shall be approved by the DIRECTOR. This schedule shall allow sufficient time and include meetings with OC Public Works staff to review the work progress, provide technical and policy direction, resolve problems and insure adherence to the work completion schedule. Within five (5) working days of each meeting, A/E shall submit a memorandum summarizing the results of the meeting to DIRECTOR for concurrence.

V. A/E COMPENSATION

A. Engineering

DISTRICT will describe the work to be performed and the method of payment, which may be a negotiated lump sum or at an hourly rate (time and materials) with a **not-to-exceed amount of four hundred thousand dollars (\$400,000), excluding extra work**. The work to be performed and the payment method must be approved in writing by the DIRECTOR prior to start of work. A/E must submit billing rates for all employees at the time they submit their proposal which shall be attached hereto as Exhibit B. Budgeted amounts may be reallocated between tasks as set forth in additional exhibits to this AGREEMENT based on the actual work required under each task and upon written approval by DIRECTOR.

A/E may be required to submit monthly invoices for services including those provided by others, if any. Total payment to A/E invoiced on a monthly basis shall not exceed the

ATTACHMENT B

EXHIBIT A

Revised 11-01-10

total authorized amount. A/E's monthly invoices shall be subject to DIRECTOR approval in accordance with progress of work and based on the approved Project Schedule, if any.

A/E shall include with billings the PROJECT title, agreement number, and work order number, total dollar cost of AGREEMENT, dollar amount of invoice, remaining dollar amount on AGREEMENT. For time and material work, the invoice shall show breakdown of the performed task, time spent on PROJECT by each staff member by name, and hourly rate charged and costs totaled for each staff member. For lump sum work A/E shall show percent completion at the time of the invoice. A/E shall also show on the invoice a complete accounting for Reimbursable items as described below.

Payment to A/E shall be within thirty (30) from the date A/E's invoice is determined by the Director to be complete and accurate. Ten percent (10%) shall be withheld each month from the cumulative amount due to A/E on each separate item of work. 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 the DIRECTOR.

B. Extra Work:

Extra work not described in this AGREEMENT may be required. In the event DISTRICT requires such work, additional compensation for this work shall be agreed upon by A/E and DISTRICT prior to commencing any work. The appropriate fee and performance of such work shall be authorized in writing by the DIRECTOR, and shall not exceed five thousand dollars (\$5,000) for an AGREEMENT of less than fifty thousand (\$50,000), and may order Extra Work up to ten percent (10%) for an AGREEMENT not exceeding two hundred fifty thousand dollars (\$250,000). For an AGREEMENT greater than two hundred fifty thousand dollars (\$250,000), Extra Work shall not exceed twenty-five thousand dollars (\$25,000) plus one percent (1%) of the original AGREEMENT amount in excess of two hundred fifty thousand dollars (\$250,000). In no case shall extra work exceed one hundred thousand dollars (\$100,000).

In the event extra work is required, the schedule of fees previously submitted by A/E in the proposal will determine the basis of payment for extra work. Schedule of Fees shall be included in the AGREEMENT as Exhibit B.

C. Reimbursable Items of Work:

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 or his designee. 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.

ATTACHMENT B

EXHIBIT A

Revised 11-01-10

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., title reports, right of way appraisals, corrosion engineering, electrical, mechanical, etc.), special consultants, outside laboratory charges, 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 allowable portion of the AGREEMENT that can be accomplished by sub-consultants per Paragraphs 3, 4, and 5 of the AGREEMENT.

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 five thousand dollars (\$5,000.00) 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 maximum ten percent (10%) service charge approved by DIRECTOR and shall **not exceed eight thousand dollars (\$80,000)**.
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 four hundred thousand dollars (\$400,000), excluding extra work, as specified in Section V.A. and no additional compensation will be allowed therefore.

D. 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. 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.

ATTACHMENT B

EXHIBIT A

Revised 11-01-10

4. General overhead costs such as accounting, computer rentals, and items generally required for the basic operations of daily business directly related to this project.
5. Standard plans, standard specifications, reference manuals, books, periodicals, or other written materials.
6. Local telephone and FAX.

VI. DISTRICT SUPPLIED ITEMS

DISTRICT shall provide to A/E the following if and/or when available:

1. Record Drawings,
2. Survey information provided by County Surveyor,
3. Geotechnical information on file at the County, relating to specific channels,
4. Utility information regarding specific OCFCD facilities, and
5. Right-of-way maps if necessary.

ATTACHMENT B



EXHIBIT "B"

HOURLY LABOR RATES

Principal	\$236.00
Sr. Project Manager / Sr. Consulting Engineer	\$197.00
Project Manager / Consulting Engineer / Sr. Hydrologist	\$186.00
Sr. Project Engineer / Sr. Design Engineer	\$163.00
Project Engineer / Design Engineer II	\$143.00
Design Engineer	\$118.00
Sr. CAD Designer / Sr. GIS Analyst	\$123.00
CAD Designer / GIS Analyst	\$95.00
Graphic Designer	\$90.00
Project Coordinator / Administrative Support	\$74.00
Assistant Designer	\$74.00
G.P.S. Survey Unit (w/ Operator)	\$253.00
Expert Witness	\$335.00 + Exp.

ATTACHMENT B

County of Orange Child Support Enforcement

Contract Certification - EXHIBIT C

INSTRUCTIONS:

UPON NOTIFICATION OF SELECTION FOR CONTRACT AWARD/REQUEST FOR RENEWAL, **COMPLETE PART I AND PART II.**
RETURN COMPLETED FORM TO: OC Public Works, Flood Programs, 300 N. Flower St., Santa Ana, CA 92702 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.

ATTACHMENT B

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/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

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 _____