

A G R E E M E N T

THIS AGREEMENT, hereinafter referred to as "**AGREEMENT**," for purposes of identification hereby numbered **D14-061**, and dated _____ day of _____, 20_____ is

BY AND AMONGST

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

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

AND

CH2M HILL Engineers, Inc., a Delaware Corporation, hereinafter referred to as "A/E",

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

RECITALS

WHEREAS, COUNTY and/or DISTRICT as applicable, requires professional services to accomplish projects and/or services ("PROJECTS/SERVICES") as described in A/E for On-Call Services for Flood Control Projects, hereinafter referred to as "Attachment A," attached hereto and incorporated herein by reference; and

WHEREAS, A/E is a firm whose principals are, as required by law, registered by the State of California for the practice of Civil Engineering, Geotechnical Engineering, Structural Engineering, Corrosion Engineering, Landscape Architecture, Surveying, etc.

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

A. Retainer

1. COUNTY and/or DISTRICT, as applicable, 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 and/or DISTRICT, as applicable, is, Kathleen Higgins, P.E.

3. A/E may employ special consultants/contractors for the accomplishment of the PROJECTS/SERVICES specified; and, it is agreed that only the following firms or independent consultants/contractors are to be employed to provide these PROJECTS/SERVICES:

a. Rosell Surveying and Mapping/Surveying and Right-of-Way Engineering

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

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

B. PROJECTS/SERVICES

1. Description of PROJECTS/SERVICES

a. PROJECTS/SERVICES to be performed by A/E shall consist of

the work as specified herein and as required in Attachment A. If in the event Attachment A shall be in conflict with any provision of this AGREEMENT, the wording as set forth in Attachment A shall prevail.

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

2. Design Criteria and Standards

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

3. Scheduling

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

b. A/E shall allow at least five (5) working days for COUNTY and/or DISTRICT, as applicable, review of progress work schedule. In planning work A/E should anticipate and allow ten (10) working days for COUNTY and/or DISTRICT, as applicable, review of each submittal required in Attachment A.

c. A/E shall meet at least once every two (2) weeks with

COUNTY and/or DISTRICT, as applicable, to review progress of work, adherence to progress schedule, coordination of work, scheduling of seminars, if needed, and to resolve any problems that may develop.

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

e. A/E shall complete all the work of PROJECTS/SERVICES and obtain all approvals by the COUNTY and/or DISTRICT, as applicable, within the time frame indicated in Attachment A except A/E shall not be responsible for any delay beyond the control of A/E.

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

C. Assistance by COUNTY and/or DISTRICT, as applicable

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

2. All of the above activities, however, shall be the primary

responsibility of A/E to schedule, initiate and carry through to completion.

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

1. A/E agrees that it will neither negotiate, offer, or give employment to any full-time, regular employee of COUNTY/DISTRICT (COUNTY/DISTRICT defined in Paragraph N, Indemnification) in professional classifications of the same skills required for the performance of this AGREEMENT regardless of the assignments said employee may be given or the days or hours employee may work.

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

E. Non-Discrimination

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

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

F. Employee Eligibility Verification

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

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

G. Termination of Agreement for Cause

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

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

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

H. Termination for Convenience

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

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

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

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

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

I. Term and Maximum Compensation

The term of this AGREEMENT is for three (3) years commencing on the date of execution by the Board of Supervisors, with a maximum allowable

compensation of five-hundred thousand dollars (\$500,000), except as permitted in Paragraph J.

J. A/E Compensation for Extra Work

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

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

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

a. The amount for Extra Work shall be determined using Attachment B. Extra Work shall be required by and ordered in writing by DIRECTOR. DIRECTOR may order Extra Work not to exceed ten thousand dollars (\$10,000) for contracts of less than one hundred thousand (\$100,000), and may order Extra Work up to ten percent (10%) for contracts not exceeding two hundred fifty thousand dollars (\$250,000). For contracts 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 contract amount in excess of two hundred fifty thousand dollars (\$250,000). In no case shall Extra Work cumulatively exceed one hundred thousand dollars (\$100,000), unless authorized by the Board of Supervisors.

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

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

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

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

K. Laws to be Observed

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

L. Errors and Omissions

1. All PROJECTS/SERVICES submitted by A/E shall be complete and shall be carefully checked prior to submission. A/E understands that COUNTY's and/or DISTRICT's, as applicable, checking is discretionary, and A/E shall not assume that COUNTY and/or DISTRICT, as applicable, will discover errors and/or omissions. If COUNTY and/or DISTRICT, as applicable, discovers any errors or omissions prior to approving A/E's PROJECTS/SERVICES, the PROJECTS/SERVICES will be returned to A/E for correction. Should COUNTY and/or DISTRICT, as applicable, or others discover errors or omissions in the

work submitted by A/E after COUNTY's and/or DISTRICT's, as applicable, approval thereof, COUNTY's and/or DISTRICT's, as applicable, approval of A/E's PROJECTS/SERVICES shall not be used as a defense by A/E.

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

M. Insurance

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

2. In addition, the A-E shall ensure that all subcontractors performing work on behalf of pursuant to this agreement shall be covered under A-E's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for A-E. A-E shall not

allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY and/or DISTRICT from A-E under this agreement. It is the obligation of A-E to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by A-E through the entirety of this agreement for inspection by COUNTY and/or DISTRICT representative(s) at any reasonable time.

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

4. If A/E fails to maintain insurance acceptable to COUNTY and/or DISTRICT, as applicable, for the full term of this AGREEMENT, DISTRICT may terminate this AGREEMENT.

A. Qualified Insurer

1. The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com. If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject carrier after a

review of the company's performance and financial ratings. If the non-admitted insurance carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

2. The policy or policies of insurance maintained by A/E shall 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 occurrence \$2,000,000 aggregate
Environmental/Pollution Liability <i>(May be required depending on type of services provided).</i>	\$1,000,000 per claims made or occurrence

B. Required Coverage Forms

1. The Commercial 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 Commercial 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 Insureds.

b. A primary non-contributing endorsement evidencing that the A/E's insurance is primary and any insurance maintained by the COUNTY and/or DISTRICT, as applicable, shall be excess and non-contributing.

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

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

4. All insurance policies required by this AGREEMENT shall give COUNTY and/or DISTRICT, as applicable, thirty (30) days' notice in the event of cancellation and ten (10) days' notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY and/or DISTRICT may suspend or terminate this contract.

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

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

7. Insurance certificates should be forwarded to the COUNTY and/or DISTRICT, as applicable, address listed on the solicitation.

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

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

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

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

N. Indemnification

A/E agrees to, indemnify, defend with counsel approved in writing by COUNTY and/or DISTRICT, as applicable, and hold COUNTY and/or DISTRICT, as applicable, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's and/or DISTRICT's, as applicable, Board of Supervisors acts as the governing Board ("COUNTY INDEMNITIEES") harmless from any claims, demands or liability of any kind or

nature, including but not limited to personal injury or property damage, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the A/E. If judgment is entered against A/E and COUNTY and/or DISTRICT, as applicable, by a court of competent jurisdiction because of the concurrent active negligence of A/E and COUNTY and/or DISTRICT, as applicable, or COUNTY INDEMNITEES, A/E and COUNTY and/or DISTRICT, as applicable, agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve A/E of any insurance requirements or obligations created elsewhere in this AGREEMENT.

O. Award of Construction Agreement and Other Future Contracts

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

P. Amendments

No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the

parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on either parties; and no exceptions, alternatives, substitutes or revisions are valid or binding unless authorized by COUNTY and/or DISTRICT, as applicable, in writing.

Q. Successors and Assigns

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

R. Entirety

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

S. Severability

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

T. Binding Obligation

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

U. Governing Law and Venue

1. This AGREEMENT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this AGREEMENT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES

hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure, Section 394.

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

V. Child Support Enforcement Requirements

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

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

3. It is expressly understood that this data will be transmitted by COUNTY and/or DISTRICT as applicable, to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes.

W. Ownership of Documents

1. All data, including but not limited to letters, reports,

files, plans, drawings, specifications, proposals, sketches, diagrams and calculations, prepared by A/E and/or anyone acting under the supervision of A/E pursuant to this AGREEMENT, with the exception of any intellectual property rights owned or created by A/E prior to the effective date of this AGREEMENT; and/or created outside the scope of this AGREEMENT, shall become the property of COUNTY and/or DISTRICT, as applicable, upon preparation by A/E and may be used by the COUNTY and/or DISTRICT, as applicable, as it may require without additional cost to the COUNTY and/or DISTRICT, as applicable.

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

X. Confidentiality

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

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

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

Y. Publication

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

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

Z. Records and Audit/Inspections

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

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

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

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

AA. Notices

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

2. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt, or no greater than four (4) calendar

days after being mailed by U. S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.

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

For A/E:

Name: CH2M HILL Engineers, Inc.
Address: 6 Hutton Centre Drive Suite 700
City: Santa Ana, CA 92707
Attn: Kathleen Higgins, P.E.
Phone: (714) 435-6161
E-mail: Kathleen.higgins@ch2m.com
Fax: (714) 429-2054

For COUNTY AND/OR DISTRICT:

Name: OC Public Works/Flood Program Support
Address: 300 N. Flower Street
City: Santa Ana, CA 92703-5000
Attn: Mehdi Sobhani, Ph.D., P.E., Flood Program
Support Manager
Phone: (714) 647-3998
E-mail: Mehdi.Sobhani@ocpw.ocgov.com
Fax: (714) 967-0883

AB. Attorney's Fees

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

AC. Interpretation

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

2. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has

knowingly declined to seek such counsel despite having the opportunity to do so.

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

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

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

AD. Headings

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

AE. Acceptance

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

AF. Consent to Breach not Waiver

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

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

of, or excuse for any other different or subsequent breach.

AG. Remedies Not Exclusive

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

AH. Independent Contractor

1. A/E shall be considered an independent contractor and neither A/E, its employees, nor anyone working under A/E shall be considered an agent or an employee of COUNTY and/or DISTRICT, as applicable.

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

AI. Bills and Liens

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

AJ. Changes

A/E shall make no changes in the work or perform any additional work without the COUNTY's and/or DISTRICT's, as applicable, specific written approval.

AK. Assignment

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of

the parties. Furthermore, neither the performance of this AGREEMENT nor any portion thereof may be assigned or sub-contracted by A/E, by any means whatsoever including but not limited to merger by acquisition, without the express written consent of COUNTY and/or DISTRICT, as applicable. Any attempt by A/E to assign or sub-contract the performance or any portion thereof of this AGREEMENT without the express written consent of COUNTY and/or DISTRICT, as applicable, shall be invalid and shall constitute a breach of this AGREEMENT.

AL. Changes in Ownership

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

AM. Force Majeure

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

AN. Compliance with Laws

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

laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY and/or DISTRICT, as applicable, in its governmental capacity and all other laws applicable to the PROJECTS/SERVICES at the time PROJECTS/SERVICES are provided to and accepted by COUNTY and/or DISTRICT, as applicable.

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

AO. Calendar Days

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

AP. Breach of Contract

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

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

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

3. offset those monies disallowed pursuant to the above, against any monies billed by the A/E but yet unpaid by the COUNTY and/or DISTRICT, as

applicable.

AQ. Default

1. In the event any equipment or service furnished by the A/E in the performance of this AGREEMENT should fail to conform to the specifications therein within one (1) calendar year from the COUNTY and/or DISTRICT, as applicable, acceptance of the equipment or service, or any performance period specifically specified within the specifications or AGREEMENT, whichever is greater, the COUNTY and/or DISTRICT, as applicable, may reject same, and it shall become the duty of the A/E to reclaim and remove the items without expense to the COUNTY and/or DISTRICT, as applicable, and to immediately replace all such rejected equipment or service with others conforming to such specifications, provided that should the A/E fail, neglect or refuse to do so within one hundred and twenty (120) calendar days, the COUNTY and/or DISTRICT, as applicable, shall have the right to purchase on the open market a corresponding quantity of any such equipment or service and to deduct from any monies due or that may thereafter become due to the A/E the difference between the price specified in this AGREEMENT and the actual cost to the COUNTY and/or DISTRICT, as applicable.

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

3. In the event of the cancellation of this AGREEMENT, either in whole or in part, by reason of the default or breach by the A/E, any loss or damage sustained by the COUNTY and/or DISTRICT, as applicable, in procuring any equipment or service which the A/E agreed to supply under this AGREEMENT

shall be borne and paid for by the A/E.

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

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

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

AR. Conflict of Interest Contractor Personnel

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

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

AS. Title to Data

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

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

AT. Availability of Funds

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

AU. Contract Construction

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

AV. Waiver of Jury Trial

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

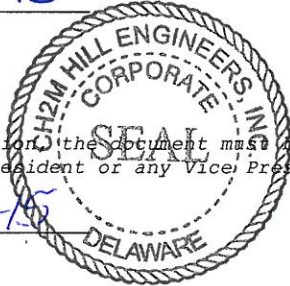
IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the dates opposite their respective signatures:

CH2M HILL Engineers, Inc., a Delaware Corporation

Date: 1-21-15

By [Signature]

Fred Soroushian P.E., Vice President
Print Name & Title



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

Date: 1-21-15

By [Signature]

Cheryl Rimas, Assistant Secretary
Print Name & Title

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

COUNTY OF ORANGE,
a political subdivision of the State of California

Date: _____

By _____
Chair of the Board of Supervisors
Orange County, CA

ORANGE COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic

Date: _____

By _____
Chair of the Board of Supervisors
Orange County, CA

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

Date: _____

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

Date: 1-27-15

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California
By: [Signature]
Deputy

**ATTACHMENT A
SCOPE OF WORK**

I. INTRODUCTION

OC Public Works on behalf of the County of Orange (COUNTY) and the Orange County Flood Control District (DISTRICT) requires supplemental engineering services to meet workload demands and project scheduling commitments. In order to supplement COUNTY and/or DISTRICT'S existing resources, A/E shall provide to COUNTY and/or 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 five hundred thousand dollars (\$500,000), 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, right of way, etc.), 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), 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 COUNTY and/or DISTRICT. These tasks may include performing hydrography studies and reviewing existing hydrologic data/studies provided by COUNTY and/or 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/flash drive 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 the Director of OC Public Works or his designee, hereinafter referred to as, "DIRECTOR."

- b. Reviewing hydrology studies submitted to COUNTY and/or DISTRICT for approval as to conformity with the OCHM and its addendum or other criteria specified by the COUNTY and/or 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 COUNTY and/or DISTRICT criteria. A/E shall prepare a comment letter for COUNTY and/or 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, FLO-2D, RiverFLO-2D, 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 COUNTY and/or 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 COUNTY and/or 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 COUNTY and/or 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.
- 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 COUNTY and/or 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 COUNTY and/or DISTRICT), and utility conflicts of those facilities specifically requiring relocation (with the party responsible for relocation also being identified). Utility relocation costs attributable to COUNTY and/or DISTRICT shall be included in cost estimate summaries.
- j. 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.
- k. Identification of known environmental considerations related to each channel design alternative.
- l. Identification of right-of-way issues related to each channel design alternative, such as: additional right of way required for construction activity, additional right of way required for increased hydraulic capacity, additional right of way required for environmental mitigation, analysis of COUNTY and/or DISTRICT's rights from existing easements, etc.
- m. Identification of any existing agreement obligations or need for new agreements required, permits needed for approval from other agencies or cities.
- n. 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.
- o. Recommendation of a preferred alternative for ultimate improvements, and identification of a possible and logical sequence of implementation (aka: construction phasing).
- p. Identification, analysis, recommendation, and/or design of existing and/or proposed retarding, retention, water quality, and/or sediment basin alternatives.

- q. A determination of existing condition and ultimate condition floodplains in a manner meeting the approval of COUNTY and/or DISTRICT and the Federal Emergency Management Agency (FEMA).
 - r. Attendance at public meetings as required by COUNTY and/or DISTRICT to gather information from residents and local agencies concerning local flooding and to assist COUNTY and/or DISTRICT in answering questions. A/E may be required to conduct public or in-house seminars for DIRECTOR and prepare public presentations.
 - s. Preparation of Plans and Special Provisions in accordance with the COUNTY and/or 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 COUNTY and/or DISTRICT.
 - t. Preparation of final design level hydraulic, civil, structural, hydrologic, geotechnical, sediment transport, utility, corrosion, and right of way engineering in accordance with COUNTY and/or DISTRICT's Design Manual and other COUNTY and/or DISTRICT specified criteria (Caltrans, Corps, etc.).
 - u. During the advertisement, award and construction phase of the project, A/E shall make itself available to COUNTY and/or DISTRICT personnel to answer questions regarding the PROJECT design, and preparation of the plans and specifications.
 - v. Field and/or plant inspection of construction and/or fabrication activity for its conformance to the Plans and Special Provisions.
 - w. Design, analysis, and/or preparation of low impact development (LID) site alternatives.
 - x. Design, analysis, and/or preparation of Storm Water Pollution Prevention Plans (SWPPP) for potential or on-going construction activity.
 - y. Preparation and submission of computer flash drives, CDs or DVDs containing all relevant information and computer runs of all alternatives studied.
3. Geotechnical

COUNTY and/or 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 COUNTY and/or DISTRICT. In the event of disagreement, COUNTY and/or DISTRICT's decision shall be final. If COUNTY and/or 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.

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, US Army Corps of Engineers Manual EM 1110-2-2104, and/or AASHTO Design Manuals current edition, including all addenda thereto, and/or additional design criteria as specified by DIRECTOR.

5. Road, Transportation and Traffic Engineering

A/E may be required to perform road, transportation, and traffic work consisting of design, PS&E, reports, and field studies in support of flood control projects that shall include, but not be limited to: roadway construction and drainage plans, traffic signal plans, traffic phasing plans, traffic management plans, traffic control plans, traffic counts, traffic projections for the base year construction, cost estimates, pavement design, etc. A/E shall follow the Orange County Highway Design Manual, CalTrans' Highway Design Manual, Highway Capacity Manual or other guidelines acceptable to COUNTY and/or 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

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 COUNTY and/or 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 COUNTY and/or DISTRICT's approval on matters relevant to such permits.

D. Surveys

COUNTY and/or 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 COUNTY and/or DISTRICT shall be final. COUNTY and/or DISTRICT may request additional survey services related or unrelated to work conducted by A/E, i.e. – topographic field surveys, boundary surveys, and/or LIDAR or detailed aerial surveys. If COUNTY and/or 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

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 COUNTY and/or DISTRICT projects. If COUNTY and/or 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 COUNTY and/or 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 COUNTY and/or 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

1. A/E may be required to review and provide written professional comments on developer or encroachment permittee submitted plans and specifications for the following:
 - a. Check for adequacy of the submittal and compliance with COUNTY and/or DISTRICT 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: Submittals may need to be reviewed for adherence to COUNTY and/or 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 and/or DISTRICT cost, submittals may need to be reviewed for maintenance cost effectiveness.
 - d. Drainage: Local drainage may need to be reviewed relative to maintenance and safety. Hydraulics and Hydrology may also need to be reviewed and checked.
2. A/E may be required to review submittals to see if all required parts constituting a complete bid package is provided. Typical items to be reviewed include, but are not limited to, the following:
- 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 COUNTY and/or DISTRICT standards.
 - c. Review Structural Design: Review design criteria, method of analysis, use of COUNTY and/or DISTRICT 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 and/or DISTRICT standards.

I. Exhibits and Appendices

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

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 COUNTY and/or 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 COUNTY and/or 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 COUNTY and/or 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.

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 COUNTY and/or 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, "COUNTY and/or 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 COUNTY and/or DISTRICT within one week of being notified by COUNTY

and/or 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.

ATTACHMENT B
A/E'S PRICING (FEE SCHEDULE)

(Complete and submit as #3, in Part 3 of Section II "Response Requirements")

- I. COMPENSATION:** This is an all-inclusive usage AGREEMENT between COUNTY DISTRICT and A/E for On-Call Support Services, as set forth in Attachment A, "Scope of Work".
- A/E agrees to accept the specified compensation as set forth in this AGREEMENT as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by A/E of all its duties and obligations hereunder. A/E shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **COUNTY/DISTRICT shall have no obligation to pay any sum in excess of the Total AGREEMENT Amount specified herein below unless authorized by amendment in accordance with Paragraphs P and AJ of the COUNTY/DISTRICT AGREEMENT Terms and Conditions.**
- II. PRICING:** TBD (Please do not include any costs with Statement response)
- III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of the Contract. All price decreases will automatically be extended to County.
- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** A/E guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. A/E agrees that no price increases shall be passed along to COUNTY/DISTRICT during the term of this AGREEMENT not otherwise specified and provided for within this AGREEMENT.
- V. A/E'S EXPENSE:** A/E will be responsible for all costs related to photo copying, telephone communications and fax communications while on COUNTY/DISTRICT sites during the performance of work and services under this AGREEMENT.
- VI. REIMBURSABLE ITEMS:** Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the COUNTY Project Manager. A/E may be entitled to reimbursement for the following, upon prior approval by COUNTY:
- A. The actual costs of special equipment to be rented, leased or purchased by A/E for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by the COUNTY Project Manager.
 - B. Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the COUNTY Project Manager.
 - C. Other actual costs and/or payments specifically approved and authorized in writing by the COUNTY Project Manager and actually incurred by A/E in performance of this AGREEMENT.
 - D. Travel costs shall only be reimbursed if approved in advance in writing by COUNTY Project Manager and are subject to the following restrictions:

1. Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this AGREEMENT shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the A/E's "Home Based" office location and OC Public Works location, as well as mileage within OC Public Works property will not be reimbursed.
2. Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
3. Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.

All reimbursable expenses must be itemized on A/E invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all A/E invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. A/E is responsible for submitting reimbursable invoices in a format that is acceptable to the COUNTY. Reimbursable items shall be charged at cost. Any third-party or subcontractor services shall also be charged at cost; no mark-ups will be allowed.

VII. PAYMENT TERMS: Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the COUNTY and/or DISTRICT, as applicable. Invoices shall be verified and approved by COUNTY and/or DISTRICT, as applicable, and subject to routine processing requirements. The responsibility for providing an acceptable invoice to COUNTY and/or DISTRICT, as applicable, for payment rests with A/E. Incomplete or incorrect invoices are not acceptable and will be returned to the A/E for correction.

Billing shall cover services and/or goods not previously invoiced. The A/E shall reimburse the COUNTY and/or DISTRICT, as applicable, for any monies paid to the A/E for goods or services not provided or when goods or services do not meet the AGREEMENT requirements.

Payments made by COUNTY and/or DISTRICT, as applicable, shall not preclude the right of COUNTY and/or DISTRICT, as applicable, from thereafter disputing any items or services involved or billed under this AGREEMENT and shall not be construed as acceptance of any part of the goods or services.

VIII. INVOICING INSTRUCTIONS: The A/E will provide an invoice on the A/E's letterhead. Each invoice will have a unique number and will include the following information:

- a. A/E's name and address
- b. A/E's remittance address, if different from (a), above
- c. Name of COUNTY/DISTRICT agency/department
- d. Delivery/service address
- e. AGREEMENT number
- f. Service Date
- g. Description of Services
- h. Total
- i. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works/Procurement Division
Attn: Procurement Support
300 N Flower, 8th Fl.
Santa Ana, CA 92703

CH2M HILL
Professionals and Technicians*
2015 Hourly Billing Rates

Classification	Hourly Rate
Principal-in-Charge	\$253
Principal Engineer	\$237
Principal Professional	\$237
Senior Engineer	\$200
Senior Biologist	\$200
Senior Professional 2	\$200
Senior Professional 1	\$189
Environmental Planner	\$189
Environmental Engineer	\$189
Biologist	\$163
Project Professional 2	\$163
Project Professional 1	\$152
Staff Professional 2	\$134
Staff Professional 1	\$109
Senior Technician	\$154
Staff Technician	\$122
Junior Technician	\$98
Office/Clerical	\$102

Notes:

* includes engineering, consulting, planner and scientist disciplines

ATTACHMENT C
STAFFING PLAN

(Complete and submit as #2.a.1., in Part 3 of Section II “Response Requirements”)

1. A/E KEY PERSONNEL

Name	Classification/ Designation	Licenses/Certifications (include license/ certification number)	Years of Experience	Length of Time with Firm

A/E understands that the personnel represented as assigned to the AGREEMENT must remain working on the AGREEMENT throughout the duration of the AGREEMENT unless otherwise requested or approved by the COUNTY. Substitution or addition of A/E’s key personnel in any given category or classification shall be allowed only with prior written approval of the COUNTY Project Manager. *Note: The written approval of substituted A/E Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.*

A/E may reserve the right to involve other A/E personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to COUNTY Project Manager written approval. *Note: The written approval of additional A/E Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.* COUNTY reserves the right to have any A/E personnel removed from providing services to COUNTY under this AGREEMENT. COUNTY is not required to provide any reason for the request for removal of any A/E personnel.

2. SUBCONTRACTOR(S)

Listed below are subcontractor(s) anticipated by A/E to perform services specified in Attachment A. Substitution or addition of A/E’s subcontractors in any given project function shall be allowed only with prior written approval of COUNTY’s/DISTRICT’s Project Manager.

Please note that the aggregate money value of the sub-contractors work for any A/E on-call AGREEMENT with the COUNTY and/or DISTRICT, as applicable, shall not constitute more than forty-nine percent (49%) of the total work under the A/E AGREEMENT.

Company Name & Address	Contact Name and Telephone Number	Project Function

**EXHIBIT 1
ORANGE COUNTY CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

In order to comply with child support enforcement requirements of Orange County, within ten (10) days of award of contract, the successful contractor must furnish to the Contract Administrator, Purchasing Agent or the agency/department Deputy Purchasing Agent:

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a contractor doing business in a form other than as an individual, 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;
- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

"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 _____ with Orange County. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.

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

Failure of the contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the contract. Failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.

After notification of award, the successful contractor may use the forms supplied herein, to furnish required information listed above.

**ORANGE COUNTY CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address:

Name: (DO NOT COMPLETE AT THIS TIME)

D.O.B: _____

Social Security No: _____

Residence Address: _____

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

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"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 _____ with Orange County. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.

Authorized Signature	Name	Title
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