

On-Call Environmental Services

THIS CONTRACT, hereinafter referred to as “CONTRACT” for purposes of identification hereby numbered MA-080-16012270, and dated _____ day of _____, 20_____ is

BY AND BETWEEN

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

AND

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

AND

ICF Jones & Stokes, 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 CONTRACT MA-080-16012270 - Scope of Work for On-Call Environmental Services, 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 specialized A-E services, per the attached Scope of Work.

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

1. GENERAL

1.1 Retainer

1.1.1 COUNTY AND/OR DISTRICT, as applicable, does hereby retain A-E to perform the PROJECTS/SERVICES as required by this CONTRACT.

1.1.2 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 **Chad Beckstrom**.

1.1.3 A-E may employ special consultants/contractors for the accomplishment of the PROJECTS/SERVICES specified; and, it is agreed that only the following firms or independent consultants/contractors are to be employed to provide these PROJECTS/SERVICES, and that the aggregate money value of their

PROJECTS/SERVICES shall not constitute more than forty-nine percent (49%) of the total amount of PROJECTS/SERVICES required under this CONTRACT:

- a. N/A
- 1.1.4 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".
- 1.1.5 A-E's employment of independent consultants/contractors shall not relieve A-E from the performance of its own responsibilities pursuant to this CONTRACT. 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.

1.2. Projects/Services

1.2.1 Description of PROJECTS/SERVICES

- a. PROJECT/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 CONTRACT, 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 1.1.2 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.

1.2.2 Design Criteria and Standards

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

1.2.3 Scheduling

- a. Concurrently with the work of the CONTRACT, 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 on an “as-needed” basis as determined by DIRECTOR or at least once every four (4) 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 two (2) days 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 CONTRACT shall be extended for delay caused by COUNTY AND/OR DISTRICT, as applicable, in completing its work pursuant to this CONTRACT which delay exceeds the agreed COUNTY AND/OR DISTRICT, as applicable, review and/or approval time periods.

1.3 Assistance by COUNTY AND/OR DISTRICT STAFF

- 1.3.1 COUNTY AND/OR DISTRICT, as applicable, shall assign an appropriate staff member to work with A-E in connection with the work of this CONTRACT. 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 AND/OR DISTRICT's staff, as applicable, warrant attention, and all other duties as may be described in Attachment A.
- 1.3.2 All of the above activities, however, shall be the primary responsibility of A-E to schedule, initiate and carry through to completion.

1.4 Term and Maximum Compensation

- 1.4.1 The term of this CONTRACT commences upon approval by the Board of Supervisors through September 26, 2021, with a maximum allowable compensation of one million five hundred thousand dollars (\$1,500,000), except as permitted in Paragraph 1.5 below.

1.5 A-E Compensation and Extra Work

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

- 1.5.2 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.
- 1.5.3 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. If this CONTRACT is not approved by the Board of Supervisors, any change that increases the cumulative CONTRACT price beyond \$100,000 must be approved by the Board. Increases in the CONTRACT amount for services within the existing scope of work may be granted by the DIRECTOR where the amount does not exceed 25 percent of the existing CONTRACT price or \$100,000, whichever is less.
 - 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.
- 1.5.4 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 CONTRACT.

2. LABOR

2.1 Non-Employment of COUNTY AND/OR DISTRICT, Personnel

- 2.1.1 A-E agrees that it will neither negotiate, offer, or give employment to any full-time, regular employee of COUNTY AND/OR DISTRICT, as applicable, in professional classifications of the same skills required for the performance of this CONTRACT who is involved in this Project in a participatory status during the life of this CONTRACT regardless of the assignments said employee may be given or the days or hours employee may work.
- 2.1.2 Nothing in this CONTRACT shall be deemed to make A-E, or any of A-E's employees or agents, agents or employees of the COUNTY AND/OR DISTRICT, as applicable. 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 CONTRACT. Anything in the CONTRACT which may appear to give COUNTY AND/OR DISTRICT, as applicable, the right to direct A-E as to the details of the performance of the work or to exercise a measure of control over A-E shall mean that A-E shall follow the desires of COUNTY AND/OR DISTRICT, as applicable, only in the results of the work.

2.2 Non-Discrimination

- 2.2.1 In the performance of this CONTRACT, 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.
- 2.2.2 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.

2.3 Employee Eligibility Verification

- 2.3.1 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 CONTRACT 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.

2.4 Independent Contractor

- 2.4.1 As referenced in Section 2.1.2 of this CONTRACT, A-E shall be considered an independent contractor.
- 2.4.2 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.

2.5 Conflict of Interest Contractor Personnel

- 2.5.1 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.
- 2.5.2 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.

2.6 Labor Code Notice

- 2.6.1 All A-E and subcontractors must comply with the requirements of California Labor Code 1770 et seq. if the work performed is considered a “public works” under California Labor Code 1720 et seq. A-E is encouraged to contact the California Department of Industrial Relations for clarification if the A-E is unsure if some or any of the work performed under this CONTRACT qualifies as “public works”.

3. INSURANCE

- 3.1.1 Prior to the provision of services under this CONTRACT, the A-E agrees to purchase all required insurance at A-E’s expense, including all endorsements required herein, necessary to satisfy the COUNTY AND/OR DISTRICT, as applicable, that the insurance provisions of this CONTRACT have been complied with. A-E agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the COUNTY AND/OR DISTRICT, as applicable, during the entire term of this CONTRACT. The COUNTY AND/OR DISTRICT, as applicable, reserves the right to request the declarations page showing all endorsements and a certified copy of the policy. In addition, all subcontractors performing work on behalf of A-E pursuant to this CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for A-E.
- 3.1.2 A-E shall ensure that all subcontractors performing work on behalf of A-E pursuant to this CONTRACT 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, as applicable, from A-E under this CONTRACT. 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 CONTRACT for inspection by COUNTY AND/OR DISTRICT, as applicable, representative(s) at any reasonable time.
- 3.1.3 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 upon review of A-E’s current audited financial report. A-E shall be responsible for reimbursement of any deductible to the insurer.
- 3.1.4 If the A-E fails to maintain insurance acceptable to the COUNTY AND/OR DISTRICT, as applicable, for the full term of this CONTRACT, the COUNTY AND/OR DISTRICT, as applicable, may terminate this CONTRACT.

A. Qualified Insurer

1. The policy or policies of insurance must be issued by an insurer with 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**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier). If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
2. The policy or policies of insurance maintained by the A-E shall provide the minimum limits and coverage as set forth below:

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

B. Required Coverage Forms

1. The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a 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 Certificate of Insurance:
 - a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds.
 - b. A primary non-contributing endorsement evidencing that A-E's

insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing

2. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents.
3. All insurance policies required by this CONTRACT shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment
4. A-E shall notify COUNTY AND/OR DISTRICT, as applicable, in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY AND/OR DISTRICT, as applicable. Failure to provide written notice of cancellation may constitute a material breach of the CONTRACT, upon which the COUNTY AND/OR DISTRICT, as applicable, 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 (2) 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 agency/department 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 CEO/Purchasing or the agency/department purchasing division, 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 CONTRACT. 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 COUNTY AND/OR DISTRICT, as applicable, incorporating such changes within thirty (30) days of receipt of such notice, this CONTRACT 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 CONTRACT, nor act in any way to reduce the policy coverage and limits available from the insurer.

D. Certificate Holder Information

The County of Orange has contracted with Ebix RCS to monitor insurance certificated and endorsements for compliance with the above requirements. Upon initial award of a Contract, the certificate(s) and endorsement(s) should be forwarded to the agency/department address listed on the solicitation. The County will forward these documents to Ebix RCS on your behalf. Ebix RCS may contact you to advise you of deficiencies and request corrected documents. Please cooperate with their request for information or corrections in order for the County to continue your Contract through the expiration date.

- 3.2.1 If A-E subcontracts portions of the architectural or engineering design PROJECTS/SERVICES to be performed under the terms of this CONTRACT, A-E shall obtain evidence that such subcontractors have purchased Professional Liability Insurance to the same limits as described in Paragraph 3 (unless modified by Attachment A) and containing the same clauses as the insurance required of A-E under the terms of this CONTRACT. Evidence of subcontractor's insurance shall be submitted to COUNTY AND/OR DISTRICT, as applicable, upon request.

4. INDEMNITY/COMPLIANCE

- 4.1 **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 CONTRACT.**
- 4.2 All PROJECTS/SERVICES submitted by A-E shall be complete and shall be carefully checked prior to submission. A-E understands that COUNTY AND/OR DISTRICT, 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 AND/OR DISTRICT, as applicable, approval thereof, COUNTY AND/OR DISTRICT, as applicable, approval of A-E's PROJECTS/SERVICES shall not be used as a defense by A-E.

4.3 Indemnification

4.3.1 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, their elected and appointed officials, officers, employees, agents and those special districts and agencies which the Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the A-E. If judgment is entered against A-E and 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 CONTRACT.

4.4 Bills and Liens

4.4.1 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.

4.5 Compliance with Laws

4.5.1 A-E represents and agrees that services to be provided under this CONTRACT 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.

4.5.2 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 INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

5. TERMINATION

5.1 Termination of Contract for Cause

5.1.1 If A-E breaches any of the covenants or conditions of this CONTRACT, COUNTY

AND/OR DISTRICT, as applicable, shall have the right to terminate this CONTRACT upon ten (10) days written notice prior to the effective day of termination.

5.1.2 A-E shall have the opportunity to cure the alleged breach prior to termination.

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

5.2 Termination for Convenience

5.2.1 Notwithstanding any other provision of the CONTRACT, COUNTY AND/OR DISTRICT, as applicable, may at any time, and without cause, terminate this CONTRACT 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.

5.2.2 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.

5.2.3 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 CONTRACT.

5.2.4 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.

5.2.5 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.

5.3 Breach of Contract

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

- a. afford the A-E written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
- b. discontinue payment to the A-E for and during the period in which the A-E is in breach; and
- c. 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.

5.4 Default

- 5.4.1 In the event any equipment or service furnished by the A-E in the performance of this CONTRACT 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 CONTRACT, 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 CONTRACT and the actual cost to the COUNTY AND/OR DISTRICT, as applicable.
- 5.4.2 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 CONTRACT.
- 5.4.3 In the event of the cancellation of this CONTRACT, 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 CONTRACT shall be borne and paid for by the A-E.
- 5.4.4 Default shall include failure to carry out any of the requirements of this CONTRACT, 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 CONTRACT.
- 5.4.5 Upon termination of the CONTRACT 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 CONTRACT.
- 5.4.6 The right of either party to terminate this CONTRACT hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

6. MISCELLANEOUS

6.1 Laws to be Observed

- 6.1.1 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.

6.2 Award of Construction Contract and Other Future Contracts

6.2.1 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 CONTRACT. 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 CONTRACT. This prohibition applies also to a subcontractor of or parent company of the firm that performed architectural-engineering tasks under this CONTRACT.

6.3 Amendments

6.3.1 No alteration or variation of the terms of this CONTRACT 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 COUNTY AND/OR DISTRICT, as applicable, unless authorized by COUNTY AND/OR DISTRICT, as applicable, in writing.

6.4 Successors and Assigns

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

6.5 Entirety

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

6.6 Severability

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

6.7 Binding Obligation

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

6.8 Governing Law and Venue

6.8.1 This CONTRACT 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 CONTRACT, 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.

6.8.2 The PARTIES specifically agree that by soliciting and entering into and performing PROJECTS/SERVICES under this CONTRACT, 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 CONTRACT is completed, and continuing until the expiration of any applicable limitations period.

6.9 Child Support Enforcement Requirements

6.9.1 To comply with child support enforcement requirements of the COUNTY AND/OR DISTRICT, as applicable, 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.

6.9.2 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.

6.10 Ownership of Documents

6.10.1 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 CONTRACT, 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.

6.10.2 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 CONTRACT 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 CONTRACT, A-E shall first obtain the written approval of COUNTY AND/OR DISTRICT, as applicable.

6.11 Confidentiality

6.11.1 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 CONTRACT 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.

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

6.11.3 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.

6.12 Publication

6.12.1 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 this CONTRACT, 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 the COUNTY AND/OR DISTRICT, as applicable, except as necessary for the performance of the services of this CONTRACT. 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.

6.12.2 The 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 CONTRACT or any subsequent amendment of, or effort under this CONTRACT. A-E must first obtain review and approval of said media contact from the COUNTY AND/OR DISTRICT, as applicable, through the COUNTY AND/OR DISTRICT, as applicable, Project Manager. Any requests for interviews or information received by the media should be referred directly to the COUNTY AND/OR DISTRICT, as applicable. A-E's are not authorized to serve as a media spokespersons for COUNTY AND/OR DISTRICT, as applicable, projects without first obtaining permission from the COUNTY AND/OR DISTRICT, as applicable, Project Manager.

6.13 Records and Audit/Inspections

6.13.1 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 CONTRACT.

6.13.2 Within ten (10) days of COUNTY AND/OR DISTRICT, 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 CONTRACT.

6.13.3 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 CONTRACT or until resolution of any claim or dispute between the PARTIES, whichever is later.

6.13.4 Should A-E cease to exist as a legal entity, records pertaining to this CONTRACT 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.

6.14 Notices

- 6.14.1 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.
- 6.14.2 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.
- 6.14.3 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:

ICF Jones & Stokes, Inc.
1 Ada, Suite 100
Irvine, CA 92618
Attn: Chad Beckstrom
Phone: 714-567-2400
E-mail: Chad.Beckstrom@icfi.com

For COUNTY AND/OR DISTRICT:

OC Public Works/Planning
300 N. Flower St.
Santa Ana, CA 92703
Attn: Laree Alonso
Phone: 714-667-9649
E-mail: laree.alonso@ocpw.ocgov.com

cc: OC Public Works Procurement Services
300 N. Flower St., Suite 838
Santa Ana, CA 92703
Attn: Eddie Perkins
Phone: 714-667-9635
E-mail: eddie.perkins@ocpw.ocgov.com

6.15 Attorney's Fees

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

6.16 Interpretation

- 6.16.1 CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT.
- 6.16.2 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.
- 6.16.3 Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other PARTY hereto or by any person representing them, or both.
- 6.16.4 Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the PARTY that has drafted it is not applicable and is waived.
- 6.16.5 The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this CONTRACT.

6.17 Headings

- 6.17.1 The various headings and numbers herein, the grouping of provisions of this CONTRACT 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.

6.18 Acceptance

- 6.18.1 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.

6.19 Changes

- 6.19.1 A-E shall make no changes in the work or perform any additional work without the COUNTY AND/OR DISTRICT, as applicable, specific written approval.

6.20 Assignment

- 6.20.1 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 CONTRACT nor any portion thereof may be assigned or sub-contracted by A-E, by any means whatsoever including but not limited to acquisition by merger, 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 CONTRACT without the express written consent of COUNTY AND/OR DISTRICT, as applicable, shall be invalid and shall constitute a breach of this CONTRACT.

6.21 Changes in Ownership

6.21.1 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 CONTRACT, the new owners shall be required under terms of sale or other transfer to assume A-E's duties and obligations contained in this CONTRACT 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 CONTRACT to the satisfaction of COUNTY AND/OR DISTRICT, as applicable.

6.22 Force Majeure

6.22.1 A-E shall not be assessed with damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT 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.

6.23 Calendar Days

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

6.24 Title to Data

6.24.1 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 CONTRACT, 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 CONTRACT without the express written consent of the COUNTY AND/OR DISTRICT, as applicable.

6.24.2 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 CONTRACT unless otherwise specified by the DIRECTOR.

6.25 Availability of Funds

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

6.26 Contingency of Funding

6.26.1 A-E acknowledges that funding or portions of funding for this CONTRACT may also be contingent upon receipt of funds from, and/or appropriation of funds by, the State of California or other funding sources to COUNTY AND/OR DISTRICT, as applicable. If such funding and/or appropriations are not forthcoming, or otherwise limited, COUNTY AND/OR DISTRICT, as applicable, may immediately terminate or modify this CONTRACT without penalty.

6.27 Contract Construction

6.27.1 The parties acknowledge that each party and its counsel have reviewed this CONTRACT 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 CONTRACT or any amendment or exhibits hereto.

6.28 Conflicts of Interest

6.28.1 A/E or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may be materially affected by services provided under this CONTRACT, (2) prohibits such persons from making, or participating in making, decisions that could reasonably affect such interest; and (3) may require the filing a Statement of Economic Interest (Form 700).

6.28.2 If subject to the Act, A/E shall conform to all requirements of the Act. Failure to do so shall constitute a material breach and is grounds for immediate termination of this CONTRACT by COUNTY AND/OR DISTRICT, as applicable. Pursuant to Section 4.3 "Indemnification", A/E shall indemnify and hold harmless COUNTY AND/OR DISTRICT, as applicable, for any and all claims for damages resulting from Contractor's violation of this Section.


6.29 Usage

6.29.1 No guarantee is given by the COUNTY AND/OR DISTRICT, as applicable, to A-E regarding usage of this CONTRACT. The A-E agrees to supply services requested, as needed by the County of Orange, at prices listed in the CONTRACT, regardless of quantity requested.

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

ICF Jones & Stokes, Inc.,
a Delaware Corporation,

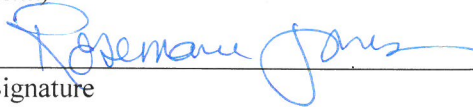
Date: 8/11/2016

By: 
Signature

Robert F. Toth, Senior Vice President, Contracts & Administration
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: 8/11/2016

By: 
Signature

Rosemarie Jones, 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
County of Orange, California

ORANGE COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic

Date: _____


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

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: _____

By _____
Robin Stieler
Clerk of the Board
County of Orange, California

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

By: 
Deputy

**ATTACHMENT A
SCOPE OF WORK**

I. SCOPE OF WORK – ENVIRONMENTAL DOCUMENTATION SERVICES

The requested services consist, in general, of preparation of environmental documents described below, as determined appropriate by OC Engineering Project Management Staff. Certain related support services as described herein might also be requested. A-E tasks will include, but not be limited to, the following:

A. ENVIRONMENTAL DOCUMENTATION

A-E may be required to prepare any of the environmental documents described below in conformance with County of Orange environmental procedures and CEQA and NEPA statutes. The environmental documentation process shall, at a minimum, include A-E's review of existing environmental documents, visiting the project site, assessing environmental conditions and impacts, identifying and evaluating alternative concepts, if required, based on existing and ultimate conditions, and producing a preliminary and final revised document following review by OC Engineering Project Management Staff. To ensure adequate document preparation, A-E shall attend project status meetings with OC Engineering Project Management Staff and with others as required to discuss status and/or details of the project. Environmental documents could, depending on the project fund and nature of the project and evaluation of potential environmental impacts/consequences, consist of any the following:

1. Initial Study
2. Categorical Exemption (CE)
3. Notice of Exemption (NOE)
4. Negative Declaration (ND)
5. Environmental Impact Report (EIR)
 - a. Initial Document
 - b. Addendum
 - c. Supplemental
 - d. Subsequent
 - e. Programmatic
6. Notice of Completion (NOC)
7. Notice of Availability (NOA) *Page 37 of 50*
8. Notice of Determination (NOD)
9. Notice of Intent (NOI)
10. Finding of No Significant Impact (FONSI)
11. Environmental Assessment (EA)
12. Environmental Impact Statement (EIS)
13. Preliminary Environmental Study Form (PES)
14. Preliminary Environmental Analysis Report (PEAR)

B. SPECIFIC SERVICES

A-E, as directed by OC Engineering Project Management Staff, shall prepare the environmental documentation as necessary for the project. Environmental services shall be performed in accordance with instructions, criteria and standards set forth by the Director of OC Public Works or Director's designee. Also, A-E shall attend project status meetings with OC Engineering Project Management Staff and with others as required to review status and/or other details of project. Typical activities performed would include, but are not limited to, the following:

1. Initial Scoping/Project Study Session(s): A-E shall attend and/or, at the request of OC Engineering Project Management Staff, direct scoping sessions to ensure that all environmental project-related issues are identified and that any relevant comments from outside sources are addressed in the preparation of the environmental document. At the direction of OC Engineering Project Management Staff, A-E shall also attend requisite review/study sessions to maintain currency with project and the on-going planning process.
2. Initial Study/Notice of Preparation: At the discretion of OC Engineering Project Management Staff, A-E shall review/or prepare the Initial Study and Notice of Preparation (NOP) to ensure that the nature and extent of environmental issues are properly identified. A-E shall also review/prepare a list of agencies to receive the NOP and make recommendations to expand or reduce the list based upon professional experience and knowledge of the project.
3. Documents/project Research: A-E shall review and evaluate all relevant environmental and historical documentation to assure completeness of preparation. Project site visits and evaluation of relevant supplemental studies, data and reports shall also occur during this phase.
4. Screen Check /Draft Environmental Document: A-E, under direction from OC Engineering Project Management Staff, shall prepare screen check /draft environmental documentation for review. An administrative draft (screen check document), if determined necessary by OC Engineering Project Management Staff, will be the precursor to the draft environmental document. It is anticipated that this work effort will encompass all research necessary to establish full review of environmental conditions, identification of environmental impacts associated with the project, evaluation of proposed mitigation measures and preparation of any additional mitigation measures to eliminate or reduce environmental impacts to an acceptable level. A-E will be held accountable for the technical accuracy of environmental review as well as statutory adequacy of the draft environmental document.
5. Revised Draft Document/Notice of Completion: A-E shall revise screen check/draft environmental document as directed by OC Engineering Project Management Staff. If, upon OC Engineering Project Management Staff review, additional revisions are required or additional comments are necessary, A-E shall complete them prior to any printing of a public review document and/or

distribution of a Notice of Completion, (NOC). A-E will submit the draft environmental document to the State Clearinghouse.

6. Public Review/Response to Comments: A-E shall assist OC Public Works with the creation of a distribution list and the A-E will be responsible for the distribution of the environmental document for public review. In addition, the A-E would be responsible for the publishing of the public notice in a newspaper of local circulation, should OC Public Works find it necessary. At the end of any public review period required, comments received by OC Public Works or other COUNTY AND/OR DISTRICT, as applicable, agency regarding the project shall be forwarded to A-E to respond. A-E shall address each comment as it relates to the adequacy of the environmental document. All responses prepared by A-E shall be reviewed by OC Engineering Project Management Staff. Any responses found deficient will be revised to the satisfaction of OC Engineering Project Management Staff until all required responses are approved by OC Engineering Project Management Staff and any necessitated environmental document revisions are completed. Where appropriate, A-E shall ensure that the distribution of responses is made to each public agency commenting at least ten (10) days prior to any certification hearing.
7. Mitigation Monitoring Program/ Facts and Findings/Statement of Overriding considerations: A-E shall, at discretion of OC Engineering Project Management Staff, review and/or prepare a Mitigation Monitoring Program, CEQA Facts and Findings for the project and a Statement of Overriding Consideration, where appropriate, in accordance with applicable statutes.
8. Attendance at Public Hearings: A-E may be requested to coordinate and/or attend public meetings/hearings and provide testimony regarding the adequacy of the prepared environmental document or respond to relevant environmental comments.

C. TECHNICAL SUPPORT SERVICES

A-E may be requested, as determined appropriate by OC Engineering Project Management Staff, to prepare process-related studies and provide process-related services to accomplish the above tasks or as stand-alone studies and services. This may include, but not be limited to, the following:

1. Biological Assessment: Development project invariably effect the biological environment of a given setting. Professional biological investigation into existing flora and fauna on a proposed project site, coupled with an evaluation of biological changes to that setting as a result of the proposed project is fundamental to completing the environmental review process. A-E should demonstrate a thorough knowledge of scientific, biological disciplines or, with support from third parties, be capable of providing same if requested.
2. Physical Resource/Geotechnical Evaluation: A-E may be requested to provide or evaluate, either independently or with third parties, soil, slope, geology and

- related field data on proposed project site(s) necessary to adequately evaluate physical site changes resulting from the proposed project.
3. Traffic/Transportation Analysis: A-E may be asked, under supervision of a Traffic Engineer registered by the State of California, to provide and evaluate project trip generation, intersection analysis, link-node assessment and related transportation assessment studies.
 4. Noise Assessment: In conformance with COUNTY's Noise Ordinance/Noise Manual, A-E maybe requested to furnish or evaluate acoustical reports/results documenting the effects of the proposed project.
 5. Air/Water Quality: A-E may be requested to provide, either independently or with third parties, air and water quality assessments in compliance with State mandated standards and/or objectives.
 6. Permit Procurement: A-E will be responsible to be aware of and may be requested to provide, either independently or with third parties, necessary state and/or federal resource protection permits, air or water quality permits, or other environmental regulatory permits in compliance state or federal mandates.
 7. Training: A-E may be requested to provide training to OC Engineering Project Management Staff on environmental topics.

D. INDIVIDUAL PROJECT SCHEDULE OF TASKS

The A-E will be assigned project tasks by the Manager of the Projects and Regulatory Permits Unit. Some of the project tasks to be assigned include preparation of environmental documentation and preparation/processing of necessary regulatory permits, waivers or certifications required for the project's environmental permits. Project tasks also include meetings with OC Engineering Project Management Staff to review the work progress, provide direction, resolve problems and ensure adherence to the work completion schedule. Within five working days of each meeting required by OC Public Works, the A-E shall submit a memorandum summarizing the results of the meeting to OC Engineering Project Management Staff for concurrence and provide a project schedule for completion of the tasks to be performed. The following outline provides typical tasks to be accomplished:

1. OC Engineering Project Management Staff will provide A-E with a description of the project with mapping of the limits, sketch of the proposed construction or maintenance work, project cost estimate and location map.
2. A-E will visit the site to determine the project's environmental parameters such as the probable extent of CEQA documentation, level of biological survey required and, if necessary, scope of mitigation to be required. A-E will notify OC Engineering Project Management of the day and time of the field visit prior to its occurrence, in the event OC Engineering Project Management chooses to have someone present.

3. A-E shall prepare environmental checklist and, if necessary, initial study and submit to OC Engineering Project Management Staff for review. If a negative declaration (ND) is required, A-E shall prepare the ND and submit to OC Engineering Project Management Staff for review, approval and public posting.
4. A-E shall prepare and submit to OC Engineering Project Management Staff all necessary regulatory permit/agreement applications for the project. The applications shall include, if necessary, a habitat mitigation plan.
5. A-E shall coordinate and be available for meetings with OC Engineering Project Management Staff and the regulatory agencies to respond to comments, discuss terms for mitigation or other project issues as needed.
6. A-E shall perform biological resources monitoring upon request by OC Engineering Project Management Staff to ensure compliance with state and federal agency permit and/or agreement conditions in consultation with the COUNTY AND/OR DISTRICT's, as applicable, Biological Resources Monitor.
7. A-E shall perform tasks other than those noted above that may be required to secure the required project regulatory permits.

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

I. COMPENSATION: This is an all-inclusive usage CONTRACT between COUNTY AND/OR DISTRICT, as applicable, and A-E for On-Call Environmental Services, as set forth in Attachment A, "Scope of Work".

A-E agrees to accept the specified compensation as set forth in this CONTRACT 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 AND/OR DISTRICT, as applicable, shall have no obligation to pay any sum in excess of the Total CONTRACT Amount specified herein below unless authorized by amendment in accordance with Sections 6.3 and 6.19 of the COUNTY AND/OR DISTRICT, as applicable, CONTRACT Terms and Conditions.**

II. PRICING: Payment shall be made in accordance with the provisions of this CONTRACT. Partial progress payments may be allowed at the discretion of the COUNTY AND/OR DISTRICT, as applicable, Project Manager. Payment shall be as follows:

A. Classification Rates:

<u>Classification/Title for A-E Staff</u>	<u>Hourly Rate</u>
Senior Project Director	\$260
Project Director	\$230
Technical Director	\$210
Senior Technical Analyst	\$195
Managing Consultant	\$185
Senior Consultant III	\$175
Senior Consultant II	\$160
Senior Consultant I	\$145
Associate Consultant III	\$130
Associate Consultant II	\$115
Associate Consultant I	\$105
Assistant Consultant	\$100
Administrative Technician	\$80
Technician	\$70

Intern	\$65
--------	------

B. Total CONTRACT Amount Shall Not Exceed: \$1,500,000

III. PRICE INCREASES/DECREASES: No price increases will be permitted during the term of this CONTRACT. All price decreases will automatically be extended to COUNTY AND/OR DISTRICT, as applicable.

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 AND/OR DISTRICT, as applicable, during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

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 AND/OR DISTRICT, as applicable, sites during the performance of work and services under this CONTRACT.

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 AND/OR DISTRICT, as applicable, Project Manager. A-E may be entitled to reimbursement for the following, upon prior approval by COUNTY AND/OR DISTRICT, as applicable:

- 1) 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 AND/OR DISTRICT, as applicable, Project Manager.
- 2) Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the COUNTY AND/OR DISTRICT, as applicable, Project Manager.
- 3) Other actual costs and/or payments specifically approved and authorized in writing by the COUNTY AND/OR DISTRICT, as applicable, Project Manager and actually incurred by A-E in performance of this Contract.
- 4) Travel costs shall only be reimbursed if approved in advance in writing by COUNTY AND/OR DISTRICT, as applicable, Project Manager and are subject to the following restrictions:
 - a) Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this CONTRACT 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.
 - b) Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.

- c) 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 AND/OR DISTRICT, as applicable. 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 CONTRACT 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 CONTRACT 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 AND/OR DISTRICT, as applicable, agency/department
- D. Delivery/service address
- E. CONTRACT 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 Services
Attn: Accounts Payable
300 N. Flower St., 8th Floor
Santa Ana, CA 92703

A-E has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the COUNTY AND/OR DISTRICT, as applicable, via an EFT Authorization Form. To request a form, please contact the DPA.

ATTACHMENT C
STAFFING PLAN

1. A-E KEY PERSONNEL

Name	Classification/ Designation	Licenses/Certifications (include license/ certification number)	Years of Experience	Length of Time with Firm
Chad Beckstrom	Project Director	American Institute of Certified Planners, Member # 016758	20	20
Charles Smith	Senior Project Director	American Institute of Certified Planners, Member # 011766	26	12
Stephanie Gasca	Senior Consultant II	N/A	16	3.5
Brian Calvert	Project Director	N/A	22	12
Donna McCormick	Project Director	N/A	29	14
Paul Schwartz	Senior Consultant II	USFWS Section 10(a)(1)(A) Recovery Permit for CA fairy shrimp. TE66381A-0 CDFW Scientific Collecting Permit #SC-8466	13	6
Gary Clendenin	Sr. Tech Analyst	Registered Professional Geologist, California, No. 6396 Contaminant Hydrogeology, Oklahoma	33	17
Keith Cooper	Sr. Tech Analyst	N/A	18	11
Peter Hardie	Senior Consultant III	N/A	11	11
Tanya Jones	Senior Consultant I	N/A	8	8
Mario Anaya	Senior Consultant II	N/A	8	8
Keturah Anderson	Senior Consultant II	N/A	20	14
Pat Atchison	Project Director	N/A	30	4

Name	Classification/ Designation	Licenses/Certifications (include license/ certification number)	Years of Experience	Length of Time with Firm
Mario Barrera	Senior Consultant I	HAZWOPER 40-hour, OSHA First-Aid and CPR Certification	15	12
Brett Bowen	Associate Consultant II	Safe Boating Certification, Pennsylvania Fish and Boat Commission, 2010 Waterfront Lifeguarding, First-Aid, CPR, Oxygen Administration, and When Help is Delayed Certified, American Red Cross, 2009 Basic SCUBA Certification, NAUI HAZWOPER 40-hour, OSHA	6	1
David Buehler	Project Director	Registered Professional Civil Engineer, California, No. C37936 Registered Professional Acoustical Engineer, Oregon, No. 16834 Caltrans Headquarters Legal Division Expert Witness, California	35	26
Joel Butterworth	Technical Director	Certified Professional in Erosion and Sediment Control (CPESC), No. 724 Qualified SWPPP Developer/Qualified SWPPP Practitioner (QSD/QSP), No. 00645	29	5
Saadia Byram	Associate Consultant I	N/A	24	3
Namrata Cariapa	Senior Consultant II	N/A	18	9
Liane Chen	Associate Consultant II	N/A	5	2
Ken Cherry	Associate Consultant I	Certified Master Instructor for Microsoft Office, 2000	27	9
Karolina Chmiel	Senior Consultant I	N/A	12	8
Tristan Evert	Associate Consultant II	N/A	3	0.5
Jessica Feldman	Senior Consultant II	N/A	20	11
Peter Feldman	Senior Consultant II	N/A	7	7

Name	Classification/ Designation	Licenses/Certifications (include license/ certification number)	Years of Experience	Length of Time with Firm
Shannon Hatcher	Managing Consultant	N/A	16	16
Jonathan Higginson	Senior Consultant III	N/A	15	2
Greg Hoisington	Managing Consultant	Certified California Rapid Assessment Method (CRAM) Practitioner – Riverine and Depressional Wetlands	12	1
Elizabeth Irvin	Associate Consultant I	N/A	17	15
Andrew Johnson	Associate Consultant II	N/A	5	2
Tanvi Lal	Senior Consultant II	N/A	13	10
Debra Leight	Managing Consultant	N/A	17	6
John Mathias	Assistant Consultant	N/A	22	12
Matt McFalls	Senior Consultant II	N/A	8	8
Eric Moskus	Associate Consultant II	N/A	1	1
Jenelle Mountain-Castro	Assistant Consultant	N/A	17	12
Laura Rocha	Managing Consultant	Certified Professional in Storm Water Quality (CPSWQ), 2011, No. 0716 Qualified SWPPP Developer/ Practitioner (QSD/QSP), 2011, No. 21545	13	1
Kelly Ross	Senior Consultant II	N/A	16	1
Emily Seklecki	Associate Consultant I	OSHA Hazardous Waste Operations and Emergency Response Standard Certified, Virginia, 2015	3	1
Kathie Washington	Managing Consultant	N/A	14	1
Michelle Mattson	Managing Consultant	CDFW Scientific Collecting Permit, No. SC-9598 USFWS 10(a) Recovery Permit (TE-037772-0)	17	3
Mark Robinson	Sr. Tech. Analyst	Registered Professional Archaeologist (RPA) #11067	32	12
Karen Crawford	Project Director	Registered Professional Archaeologist #15538	20	13

Name	Classification/ Designation	Licenses/Certifications (include license/ certification number)	Years of Experience	Length of Time with Firm
Lindsay Teunis	Managing Consultant	USFWS 10(a)(1)(A) Endangered Species Permit to conduct presence/ absence surveys for listed vernal pool branchiopods, No. TE-820658-4 CDFW General Collectors Permit, No. SC-9597, expires 12/2016 CDFW/NOAA Certified Caulerpa Surveyor, expired	13	2
Zackry West	Managing Consultant	Certified CRAM Practitioner, Riverine Wetlands Module CDFW Plant Collection Permit, No. 2081(a)-11-64-V	14	5
Megan Jameson	Senior Consultant III	Wetland Delineator Certification, Wetland Training Institute, 08/2006 Plant Identification for Coastal Southern California Certification, Wetland Training Institute, 06/2006	11	7
John Markham	Senior Consultant II	CRAM version 6.1, Riverine & Estuarine Trainer Professional Wetland Scientist, Society of Wetland Scientists, No. 2356	14	2
Phil Richards	Senior Consultant II	USFWS TE-095896: Pacific pocket mouse, Stephens' kangaroo rat, San Bernardino kangaroo rat, and California gnatcatcher CDFW- and BLM-Approved Flat-Tailed Horned Lizard	17	10
Dale Ritenour	Senior Consultant II	USFWS TE-58888-0.1 (OCB, wet season fairy shrimp, cyst identifier)	17	5
Kamber McAllister	Senior Consultant II	Wetland Delineation Certification CRAM Practitioner, Riverine and Estuarine Certification First-Aid and CPR Certification	12	15
Kimberly Davis	Senior Consultant I	USFWS TE-58888-0.1 (OCB)	13	4
Shannon Crossen	Senior Consultant I	N/A	9	2

Name	Classification/ Designation	Licenses/Certifications (include license/ certification number)	Years of Experience	Length of Time with Firm
James Hickman	Senior Consultant II	CDFW Scientific Collecting Permit, SCIN No. 801266-03 CDFW- and BLM-Approved Flat-Tailed Horned Lizard, 2011 Blunt Nosed Leopard Lizard Level II Surveyor	13	9
Soraya Swiontek	Senior Consultant I	Certificate in GIS, San Diego Mesa College, 2006	12	10
Brittany Buscombe	Senior Consultant I	Bachelor of Arts in Environmental Analysis & Design	15	7
Marisa Flores	Senior Consultant I	CRAM Practitioner	12	11
Will Kohn	Senior Consultant II	CDFW Scientific Collecting Permit, No. 80114-04 USFWS 10(a)(1)(A) Handling Permit for California tiger salamander	25	18
Lanika Cervantes	Senior Consultant I	CRAM Certified	7	2
Kolby Olson	Associate Consultant III	CDFW Scientific Collecting Permit, No. SC-006065, Flat-tailed horned lizard handling, 2012	12	6
Renee Richardson	Associate Consultant I	CDFW Scientific collecting permit covering the capture and release, salvage, and marking of mammals, reptiles, and amphibians (SC-11771). CDFW collecting Permit for State- Listed Plants (2081a-11-63-v)	8	6
Marissa Maggio	Tech Trainee	Railway Worker Safety Certification, HNTB, June 2015	4	2
Kristen Klinefelter	Tech Trainee	General and vernal pool CRAM training courses; certified CRAM practitioner	2	2

Name	Classification/ Designation	Licenses/Certifications (include license/ certification number)	Years of Experience	Length of Time with Firm
Jenni Snibbe	Senior Consultant II	USFWS Coast California Gnatcatcher Permit, No. TE-044520-3 CDFW Scientific Collecting Permit, No. 007848 CDFW Specimen Collection of State Designated Endangered, Threatened, and Rare Plants, Voucher Collection, No. No. 2081(a)-12-09-V Authorizations: coastal California gnatcatcher (CAGN), coastal cactus wren, Migratory Bird Treaty Act (MBTA), and Least Bell's vireo (LBV) passive monitoring, and Brown headed cowbird monitoring	21	2
Camilla Estes	Tech Trainee	N/A	2	2

A-E understands that the personnel represented as assigned to the CONTRACT must remain working on the CONTRACT throughout the duration of the CONTRACT unless otherwise requested or approved by the COUNTY AND/OR DISTRICT, as applicable. 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 AND/OR DISTRICT, as applicable, 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 AND/OR DISTRICT, as applicable, 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 AND/OR DISTRICT, as applicable, reserves the right to have any A-E personnel removed from providing services to COUNTY AND/OR DISTRICT, as applicable, under this CONTRACT. COUNTY AND/OR DISTRICT, as applicable, is not required to provide any reason for the request for removal of any A-E personnel.