NOTICE OF AWARD OF CONTRACT

TO: CH2MILL, INC.
15010 CONFERENCE CENTER DRIVE
SUITE 200
CHANTILLY, VIRGINIA 20151

DATE ISSUED: JUNE 25, 2013
CURRENT CONTRACT NO: 558-12

SUSTAINABILITY & ENVIRONMENTAL MGMT
STORMWATER CAPACITY ANALYSIS & PLANNING

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JANUARY 7, 2014.

The contract documents consist of the terms and conditions of the standard form agreement including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

REFER TO AGREEMENT NO. 558-12 (ATTACHED)

ATTACHMENTS:

1) REFER TO AMENDMENT NO. 1 OF AGREEMENT NO. 558-12

2) REFER TO AMENDMENT NO. 2 OF AGREEMENT NO. 558-12

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: TARA A. BONGIORNI AJELLO
TELEPHONE NO.: 703-376-5000

VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: JOANNE GABOR
EMAIL: JGABOR@ARLINGTONVA.US
TELEPHONE NO.: 703-228-3692

DATE: 6/25/13

DISTRIBUTION

VENDOR: 1
BID FOLDER: 1

Elizabeth Dooley, CPPO, CPB
Assistant Purchasing Agent
RIDERS AGREEMENT NO. 558-12

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made, on the
date of execution by the County, between CH2M Hill, Inc., 15010
Conference Center Drive, Suite 200, Chantilly, Virginia,
("Contractor"), a State of Florida Corporation, authorized to do
business in the Commonwealth of Virginia, and the County Board of
Arlington County, Virginia ("County"). The County and the Contractor,
for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A [City of
Alexandria Contract No. 09-00681], Exhibit B [(Arlington County
Project Scope), Exhibit C (Contractor’s Proposals for Arlington
County Projects submitted on September 2, 2009, July 23, 2010,
February 8, 2011, and April 21, 2011) together with any exhibits and
amendments issued or applicable thereto ("Contract Documents" or
"Contract"). This Agreement rides a contract awarded to the
Contractor by City of Alexandria, Virginia and extended by the
Contractor to the County on the same terms and conditions as the
Contractor’s agreement with [City of Alexandria], and substituting
the phrases "County Board of Arlington County" or "Arlington
County", as appropriate, for the phrase [City of Alexandria,
Virginia] wherever that phrase [those phrases] appear(s) in the
Contract Documents. Where the terms of this Agreement vary from the
terms and conditions of the other Contract Documents, the terms and
conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the
County and the Contractor. The County and the Contractor agree that
no representative or agent of either of them has made any
representation or promise with respect to the parties’ agreement
which is not contained in the Contract Documents.

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the
Contract Documents (hereinafter "the Work"). The primary purpose of
the Work is to provide environmental study and planning for the
County watersheds. The Scope of Work is more fully described in
Exhibits B and C. The Contract Documents set forth the minimum work
estimated by the County and the Contractor to be necessary to
complete the Work. It shall be the Contractor’s responsibility, at
the Contractor’s sole cost, to provide the specific services set
forth in the Contract Documents and sufficient services to fulfill
the purposes of the Work. Nothing in the Contract Documents shall
be construed to limit the Contractor’s responsibility to manage the
details and execution of the Work.

3. STANDARD OF CARE
In the performance of the Work hereunder, the Contractor and all its
agents, shall exercise the degree of skill and care normally
accepted as professional practices and procedures by members of the
same profession currently practicing under similar conditions in the
same locality ("Customary Standard of Care").
4. **RESPONSIBILITY OF THE CONTRACTOR**
The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials produced and other services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct, or revise any errors or deficiencies in the Work as defined in Exhibit A (Scope of Services) or services provided, which are discovered within a twelve-month period of final completion of Work.

5. **RESPONSIBILITY FOR CLAIMS AND LIABILITIES**
The County's review, approval, or acceptance of, or payment for, any services required under this Contract shall not be construed to operate as a waiver by the County of any rights or of any cause of action arising out of the Contract. The Contractor shall be and remains liable to the County for the accuracy and competency of plans, specifications, or other documents, within the Customary Standard of Care.

6. **CONTRACT TERM**
The Contractor's work for the County ("Work") shall commence upon execution of this Agreement and be completed no later than January 7, 2014 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

7. **CONTRACT AMOUNT**
Unless otherwise provided in the Contract Documents, the Contractor shall provide the services set forth in the Contract Documents at the prices provided in Exhibit C for a total Contract Amount not to exceed $1,285,720.99.

8. **PAYMENT**
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer. The invoice shall include an itemization of the tasks completed, date of service, and the percentage of work performed for each watershed. The amount of the invoice shall be based upon the percentage of work completed for each watershed and the corresponding percentage of the total cost, as set forth in Exhibit C, for each watershed.

Payments will be made by the County for services rendered, and accepted, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority services were performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

9. **PROJECT OFFICER**
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract.

---

**Agreement No. 558-12**
However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

10. **COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and expense.

11. **PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

12. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color,
sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

13. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

14. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful
manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

15. **INDEMNIFICATION**
The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's negligent acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

16. **RELATION TO COUNTY**
The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

17. **DISPUTE RESOLUTION**
All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term
is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

18. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

19. NOTICES
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Jeff Voorhees
CH2M Hill, Inc.
225 East Robinson Street, Suite 505
Orlando, Florida 32801

TO THE COUNTY:

Joanne Gabor, the County Project Officer
Arlington County Department of Environmental Services
2100 Clarendon Blvd. Suite 705
Arlington, VA 22201

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

20. ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County
21. **INSURANCE REQUIREMENTS**

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County. The minimum insurance coverage types and amounts shall be:

a. **Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000.** The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. **Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability.** The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

c. **Professional/Miscellaneous Errors and Omissions - $1,000,000 combined single limit coverage with $2,000,000 general aggregate.** The Contractor shall carry Professional/Miscellaneous Errors and Omissions insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render professional services under the contract.

d. **Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).**

e. **The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of $1,000,000.**

f. **Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.**
g. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

h. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

i. Contract Identification - The insurance certificate shall state this Contract's number and title.

j. The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

k. The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

l. No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

m. The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all
materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

n. The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

CH2MILL, INC.

TAXPAYER ID (EIN): 59-0918189

AUTHORIZED SIGNATURE: RICHARD D. WARREN, JR.
NAME: Project Manager/Nice President
TITLE: PURCHASING AGENT
DATE: 8/15/2011

AUTHORIZED SIGNATURE: Tara A. Bongiorni, Apollo
NAME: Tara A. Bongiorni, Apollo
TITLE: Project Manager/Nice President
DATE: 8/10/11

AGREEMENT No. 550-12
AGREEMENT NO. 558-12

EXHIBIT B

ARLINGTON COUNTY PROJECT SCOPE

TASK 1 EVALUATE ARLINGTON COUNTY RAINFALL DATA AND HYDROGRAPHS

Task 1 was completed under Arlington County Purchase Order ("PO") No. 167282. However, some portions of work performed under this PO may be used to complete Task 2.

TASK 1.1 GATHER DATA, VALIDATE DESIGN BASIS, AND COMPARE WITH OTHER JURISDICTIONS

TASK 1.2 RAINFALL FREQUENCY AND GLOBAL CLIMATE CHANGE MODEL OPTIONS FOR STUDY AREA

TASK 1.3 SEA LEVEL RISE POTENTIAL ANALYSIS

TASK 2 HYDROLOGIC AND HYDRAULIC MODELING

The purpose of this task is to create hydrologic and hydraulic computer models of the storm sewer conveyance systems in the County's nineteen (19) subwatersheds encompassing thirty three (33) square miles of drainage area (twenty-six (26) square miles of which is in Arlington County). These models shall include storm drain inlets, pipes, open channel and junctions to the appropriate confluence point as determined by the County. Computed parameters shall include rates of discharge, pipe flow velocities, and hydraulic grade lines.

It is understood that at this time, the County is concerned with major capacity issues in their network, based on pipe sizes thirty six (36) inches and greater. The flooding concerns that they are aware of are mainly in that larger pipe size range and therefore the County is not interested at this time in modeling further upstream in their system and detail surrounding such nodes as catch basins.

The Contractor shall complete models as described in Tasks 2.1-2.5 for the following storm sewer sheds - Crossman Run, Lubber Run, Spout Run, Little Pimmit Run, Westover Branch, Doctor's Branch and Roaches Run.

The hydrologic and hydraulic model of Crossman Run was completed under PO No. 167282. The Contractor may field additional questions under this new PO as needed and within reasonable scope. It is also understood that the draft hydrologic and hydraulic modeling of Lubber Run has been performed under PO No. 177288 but coordination with the County on deliverables and the final modeling will be performed under this current PO.

The storm sewer sheds are summarized below.
A. CROSMAN RUN SYSTEM

1) Length of storm sewers: 24,648 linear feet of sewers. There are 5,868 linear feet of sewers 36 inches and greater. There are zero linear feet of streams.

2) Number of structures or nodes in GIS: 278, including:
   One hundred and sixty seven (167) Catchbasins
   Six (6) Grate Inlets
   Two (2) Junction Chambers
   Seventy three (73) Manholes
   Sixteen (16) Yard Inlets
   Fourteen (14) Unknown type of Nodes

3) The Contractor shall evaluate the pipe segments that are on thirty six (36) inch pipe and larger. The number of structures in GIS fitting that criteria are:
   Twenty two (22) Catchbasins
   One (1) Grate Inlets
   Four (4) Junction Chambers
   Sixty (60) Manholes
   Sixteen (16) Yard Inlets

B. LUBBER RUN SYSTEM

1) Length of storm sewers: 142,128 linear feet of sewers (and streams). There are 35,798 linear feet of sewers thirty-six (36) inches and greater (and streams). There are 8,665 linear feet of streams, although not all of the lengths of stream may affect the modeling.

2) Number of structures or nodes in GIS: 1,895, including:
   One (1) Best Management Practice (BMP) Structure
   Seven hundred and eighty five (785) Catchbasins
   Fifty four (54) Detention Outlets
   Fifty two (52) Endwalls
   Two hundred and fifteen (215) Grate Inlets
   Sixty eight (68) Junction Chambers
   Six hundred and eighteen (618) Manholes
   Forty four (44) Yard Inlets
   Fifty eight (58) Unknown type of Nodes

3) The Contractor shall evaluate the pipe segments that are on thirty six (36) inch pipe and larger. The number of structures in GIS fitting that criteria are:
   Sixty (60) Catchbasins
   Thirteen (13) Detention Outlets
   Thirty Eight (38) Endwalls
   Thirty Four (34) Grate Inlets
   Fifty Eight (58) Junction Chambers
   One hundred and eighty six (186) Manholes
   Seven (7) Yard Inlets
   Five (5) Unknown type of Nodes

11
AGREEMENT No. 558-12
C. SPOUT RUN SYSTEM

1) Length of storm sewers: 167,322 linear feet of sewers (and streams). There are 46,585 linear feet of sewers 36 inches and greater (and streams). There are 5,999 linear feet of streams, although not all of the lengths of stream may affect modeling.

2) Number of structures or nodes in GIS: 2,208, including:
   One (1) Best Management Practice (BMP) Structure
   One thousand and twenty two (1022) Catchbasins
   Forty six (46) Detention Outlets
   Eighty three (83) Endwalls
   Two hundred and forty (240) Grate Inlets
   Fifty seven (57) Junction Chambers
   Six hundred and seventy five (675) Manholes
   Forty one (41) Yard Inlets
   Forty three (43) Unknown type of Nodes

3) The Contractor shall evaluate the pipe segments that are on thirty six (36) inch pipe and bigger. The number of structures in GIS fitting that criteria are:
   Seventy four (74) Catchbasins
   Ten (10) Detention Outlets
   Twenty one (21) Endwalls
   Twenty three (23) Grate Inlets
   Forty one (41) Junction Chambers
   Two hundred and thirteen (213) Manholes
   Seven (7) Yard Inlets
   Three (3) Unknown type of Nodes

D. LITTLE PIMMIT RUN SYSTEM

1) Length of storm sewers: 106,890 linear feet of sewers (and streams). There are 35,820 linear feet of sewers 36 inches and greater (and streams). There are 4,060 linear feet of streams, although not all of the lengths of stream may affect modeling.

2) Number of structures or nodes in GIS: 1,307, including:
   Ten (10) Best Management Practice (BMP) Structure
   Six hundred and fifty six (656) Catchbasins
   Twenty eight (28) Detention Outlets
   Forty (40) Endwalls
   Seventy one (71) Grate Inlets
   Forty one (41) Junction Chambers
   Three hundred and ninety two (392) Manholes
   Sixty nine (69) Yard Inlets

3) The Contractor shall evaluate the pipe segments that are on thirty six (36) inch pipe and bigger. The number of structures in GIS fitting that criteria are:
   One hundred and one (101) Catchbasins
   Eleven (11) Detention Outlets
   Twenty six (26) Endwalls

12
AGREEMENT No. 558-12
Eighteen (18) Grate Inlets
Thirty three (33) Junction Chambers
One hundred and twelve (112) Manholes
Twenty six (26) Yard Inlets

E. WESTOVER BRANCH SYSTEM

1) Length of storm sewers: 32,990 linear feet of sewers (and streams). There are 6,361 linear feet of sewers 36 inches and greater (and streams). There are 334 linear feet of streams, although not all of the lengths of stream may affect modeling.

2) Number of structures or nodes in GIS: 334, including:
   Two hundred and five (205) Catchbasins
   Four (4) Endwalls
   Five (5) Grate Inlets
   Thirteen (13) Junction Chambers
   One hundred and seventeen (117) Manholes
   Eleven (11) Yard Inlets
   Forty (40) Unknown type of Nodes

3) The Contractor shall evaluate the pipe segments that are on thirty six (36) inch pipe and bigger. The number of structures in GIS fitting that criteria are:
   Thirteen (13) Catchbasins
   Eleven (11) Junction Chambers
   Thirty three (33) Manholes
   Three (3) Yard Inlets
   One (1) Unknown type of Nodes

F. DOCTOR'S BRANCH SYSTEM

1) Length of storm sewers: 107,752 linear feet of sewers (and streams). There are 20,978 linear feet of sewers 36 inches and greater (and streams). There are 4,602 linear feet of streams, although not all of the lengths of stream may affect modeling.

2) Number of structures or nodes in GIS: 1,251, including:
   Five hundred and eighty six (586) Catchbasins
   Seventeen (17) Detention Outlets
   Thirty six (36) Endwalls
   Sixty four (64) Grate Inlets
   Thirty five (35) Junction Chambers
   Three hundred and twenty five (325) Manholes
   Thirty four (34) Yard Inlets
   One hundred and fifty four (154) Unknown type of Nodes

3) The Contractor shall evaluate the pipe segments that are on thirty six (36) inch pipe and bigger. The number of structures in GIS fitting that criteria are:
   Forty (40) Catchbasins
   Two (2) Detention Outlets

13
AGREEMENT No. 558-12
Six (6) Endwalls
Nine (9) Grate Inlets
Two (2) Junction Chambers
One hundred and seven (107) Manholes
Three (3) Yard Inlets
Six (6) Unknown type of Nodes

G. ROACHES RUN SYSTEM

1) Length of storm sewers: 110,109 linear feet of sewers (and streams). There are 27,335 linear feet of sewers 36 inches and greater (and streams). There are 883 linear feet of streams, although not all of the lengths of stream may affect modeling.

2) Number of structures or nodes in GIS: 1,223, including:
   Four hundred and thirty eight (438) Catchbasins
   Ten (10) Detention Outlets
   Seventeen (17) Endwalls
   Two hundred and eleven (211) Grate Inlets
   Twenty one (21) Junction Chambers
   Three hundred and seventy three (373) Manholes
   Fifteen (15) Yard Inlets
   One hundred and thirty eight (138) Unknown type of Nodes

3) The Contractor shall evaluate the pipe segments that are on thirty six (36) inch pipe and bigger. The number of structures in GIS fitting that criteria are:
   Thirty eight (38) Catchbasins
   Four (4) Detention Outlets
   Six (6) Endwalls
   Ten (10) Grate Inlets
   Six (6) Junction Chambers
   One hundred and twenty nine (129) Manholes
   Six (6) Unknown type of Nodes

TASK 2.1 TASK KICK-OFF, REVIEW OF GOALS AND EVALUATION CRITERIA

The focus of this task is risk and criteria to define what a capacity limitation - surcharging, ponding, is and what is an acceptable level of risk in those items.

Level of service goals also need to be established based on hydraulic criteria, including tailwater boundary conditions in receiving streams such as Four Mile Run and acceptable depth of surcharging in storm drains.

The Contractor shall coordinate and participate in a kick-off meeting. The Contractor shall prepare an initial agenda for the meeting that shall be reviewed and expanded by the County's Project Officer. At a minimum, the meeting shall include critical issues such as schedule and milestone dates, and confirmation of design storms and level of service goals.

Two (2) level of service scenarios shall be run in the storm sewer sheds - the SCS Ten (10) Year Type II 24 hour design storm
and the June 2006 storm event.

**Deliverables**

- Documentation of meeting notes and decisions.
- The Contractor shall conduct a two (2) hour modeling kick-off meeting per watershed. The Contractor may group more than one storm sewer sheds into one meeting as coordinated with the County. The modeling shall be completed in PC-SWMM.

**TASK 2.2 H&H MODEL DEVELOPMENT**

The Contractor shall develop a model for the following storm sewer sheds using available GIS data: Crossman Run, Lubber Run, Spout Run, Little Pimmit Run, Westover Branch, Doctor's Branch and Roaches Run. The complete system detail available in GIS shall be imported into the model for the areas (pipes and structures) that are 36 inches and above. Smaller size pipes and their associated structures shall not be imported into the model. Data gaps shall be flagged and preliminary assumptions made and recorded for those areas not in the GIS. For roads and inlets, general assumptions regarding drainage patterns shall be developed for inlet types and road cross-sections. It is assumed that sub-drainage areas or catchments shall be developed for up to 20 percent of the imported structures (which shall include flows at each feeder sewer under 36-inches). Flows shall be entered into the manhole, and inlet restrictions shall not be modeled. Appropriate rainfall runoff parameters shall be established for each catchment using the County’s impervious area and soils data in GIS and using the ArcHydro Tools and ArcGIS version of HEC-GeoHMS. A Technical Memorandum shall be prepared to document model development steps. All source data shall be documented, gaps listed, and assumptions made to fill data gaps. All input parameters shall be tabulated and digital copies of models shall be stored on a project server for delivery to the County. Data deficiencies shall be flagged for future resolution. The following are illustrations of subtasks that need to be completed under this task:

a. Data review and upload  
b. Filling gaps  
c. Field verification  
d. Storm sewer shed delineation to each of the selected inflow points  
e. Hydrologic modeling  
f. Hydraulic modeling  
g. Anecdotal “calibration” of model to existing County flooding complaints  
h. Internal and external meetings  
i. Technical Memorandum

All pipes provided in the database greater than or equal to thirty six (36) inches shall be included in H&H model.

Sub-drainage areas or catchments shall be developed for up to twenty percent (20%) of the structures included in the model (the size of the catchments will range based on the complexity of the
network in each storm shed, but it is expected that they will not be larger than 50 acres). Flows entered into manholes, and inlet capacities may not be evaluated.

Up to two (2) level of service scenarios shall be evaluated for the storm sewer sheds. Scenarios shall be as noted above. The stream portions of Westover Branch and Roaches Run shall not be modeled. The modeling of the pond that Roaches Run outfalls into is not included within this scope.

Deliverables
- Technical Memorandum for each storm sewer shed noted above summarizing data gaps, how they were filled, and model development steps.
- Model of each storm sewer sheds noted above.

Assumptions
- The County shall provide the GIS Database, including invert elevations, pipe diameters, and connectivity for the storm sewer sheds to the Contractor.
- The County shall perform quality control reviews prior to delivering the data to the Contractor.
- The County shall clearly identify the public and private ownership in the database to assist in prioritizing areas of evaluation.

TASK 2.3 DETERMINE CAPACITY DEFICIENCIES AND DEVELOP STANDARD REPORT FOR LIST OF CAPACITY DEFICIENCIES IN STORM SEWER SHEDS

The models shall be run for two (2) selected level of service scenarios as noted above. Evaluation criteria for flooding levels shall be used to summarize flows, velocities and hydraulic grade lines at critical locations in the system.

A Technical Memorandum shall be developed to document the storm sewer sheds hydrologic and hydraulic analysis. It shall include at a minimum, summary of model development steps, data sources and data gaps, summary of model assumptions, and summary of capacity deficiencies identified based on the preliminary models.

Results shall be presented to County staff based on the draft Technical Memorandum and a summary presentation shall be prepared for presentation to stakeholders.

Deliverables
- A Technical Memorandum documenting the storm sewer sheds hydrologic and hydraulic analysis and results including maps of capacity deficiencies. A draft and final Technical Memorandum addressing County comments shall be delivered. A separate Technical Memorandum shall be delivered for each storm sewer shed.
- Presentation materials for County staff use at meetings with stakeholders.

16
AGREEMENT No. 558-12
Assumptions

- Presentation of storm sewer sheds results to County staff during a progress meeting.
- County staff shall conduct presentation of results to stakeholders.
- Capacity deficiencies shall be reported for up to two (2) level of service scenarios. Scenarios shall be as defined above.

**TASK 2.4  NUMBER NOT UTILIZED**

**TASK 2.5  MODEL DELIVERY AND TRAINING**

Models shall be stored throughout the project on an FTP site accessible to all members and subject to a strict version control protocol. At the end of the project, a CD containing all model files and a listing of model contents and corresponding Technical Memorandums shall be provided to the County.

A half-day training workshop shall be provided, to instruct County staff on model maintenance, update, model runs and analysis. A model manual shall be provided including screen captures of important features.

The Contractor shall turn over models as they are complete. Close coordination with the County shall facilitate future uses of the models by County staff.

The pieces of this task have been further broken down as detailed below.

**Deliverables**

- Subtask 2.5.1 CD containing all model(s), GIS files, and data analysis worksheets. The CD shall contain a list of files, and an updated data dictionary for GIS files.
- Subtask 2.5.2 Model Users Guide Manual
- Subtask 2.5.3 The Contractor shall conduct a maximum of four 4-hour training session for County staff.

**TASK 2.6  2D INUNDATION MAPPING**

No work is to be performed under Task 2.6 at this time.

**TASK 2.7  FLOW AND LEVEL METERING TECHNOLOGY OPTIONS**

Task 2.7 was completed under Arlington County Purchase Order ("PO") No. 167282. No work is to be performed under Task 2.7 at this time.
TASK 3 GIS UPDATES AND FIELD VERIFICATION
No work is to be performed under Task 3 at this time.

TASK 4 IDENTIFY PROBLEM AREAS AND SUGGEST SOLUTIONS FOR DESIGN PURPOSES
The purpose of this task is to provide an additional tool for the County to use with their internal design team and in their capital improvement projects. The capacity modeling performed in Task 2 is a planning level tool - the modeling performed in this task shall provide preliminary pipe sizes to prevent flooding to the maximum extent practicable.

TASK 4.1 DESIGN ITERATIVE MODELING AND TECHNICAL MEMORANDUM FOR CROSSMAN RUN AND WESTOVER BRANCH STORM SEWER SHED
The capacity model resulting from Task 2 shall be used as a base case. The areas of flooding shall be examined and the model shall be modified, in an iterative fashion, to provide capture of the entire design storms and there is no flooding within the storm drainage system. This shall be performed by increasing the size of various lengths of pipe.

Deliverables

- A Technical Memorandum documenting the hydraulic analyses and results including screen captures from PCSWMM and the final sizes of the piping system. A draft and final Technical Memorandum, addressing client comments, shall be delivered. A separate Technical Memorandum shall be delivered for each storm sewer shed.
- Presentation of the evaluation results to County staff during a progress meeting

Assumptions

- It is understood that the goal is to prevent flooding but that sewer surcharging is allowed as long as the hydraulic grade line is below existing ground elevation.
- This modeling shall be performed for the June 2006 storm event and for the SCS Type II 10 year 24 design storm.
- This modeling shall be performed for the Crossman Run and Westover Branch storm sewer shed only.

TASK 4.2 ONLINE SURVEY OF PUBLIC COMMENT
The Contractor shall develop an online survey for the public based on a SharePoint site. A link to this SharePoint site shall be provided on Arlington County’s website. The survey questions shall be developed with and approved by the County before being worked with by the web developer. The site shall be maintained by the Contractor for a period of 6 months. Reporting functions shall be available to report out the survey answers.
Deliverables
- List of survey questions
- SharePoint site with online survey, developed and maintained
- Listing of survey questions and responses.

Assumptions
- The survey shall include no more than 10 questions, multiple choice and free form.
- The site shall not have any permissions such as a log in/password.
- The Contractor shall maintain the survey for a continuous 6 month period.

**TASK 5: COORDINATION MEETINGS AND PUBLIC INVOLVEMENT**

The purpose of Task 5 is to engage regularly with County Staff regarding the status of the project. The Contractor recognizes the importance of public involvement to a successful stormwater program. As such, this task shall also provide County staff support in interfacing with the public on the project, in public meetings and possibly with public information materials. The following subtasks are included:

**TASK 5.1 COORDINATION MEETINGS WITH COUNTY STAFF**

To provide effective communication throughout the project and assure thorough involvement of the County in all aspects of the capacity analysis, we recommend that a kickoff meeting be held with the County. The Contractor shall provide an agenda and related materials to the County about 1 week before the kickoff meeting.

We recognize that there shall be several additional key points in the project that shall be vital to provide a status report to the County and gain its insight into the next steps of the project. The Contractor shall coordinate and participate in status meetings that shall be attended by key representatives from the Contractor’s team and the County.

The Contractor shall prepare an agenda for each meeting that shall be reviewed and expanded by the County’s Project Officer. Each meeting shall address critical issues, such as schedule and milestone dates, interim progress reporting, deliverables, and key points of the current tasks. Meetings shall be scheduled at key points within the project, such as delivery of project reports or before field work begins.

The Contractor shall prepare an agenda for each meeting and e-mail it to the County for input 2 days before the meeting date. Typical agenda items include technical status, schedule, and technical issues. The meetings shall ensure that the County and the team are up-to-date with the progress of the project. Meeting summaries shall be prepared within 1 week of the meeting and posted by e-mail. Meeting minutes shall be prepared after each meeting.
Additional project management activities occurring under this task include contract setup, invoicing, and preparing monthly progress reports.

**Deliverables**

- An agenda and meeting minutes shall be prepared for each meeting.

**Assumptions:**

- Up to 12 meetings are assumed. It is assumed that the attendance shall vary depending on active tasks, but would typically include the project manager and a task leader for relevant tasks.

**TASK 5.2  PUBLIC MEETINGS**

The public shall be kept informed of the progress of the capacity analysis and the details that come out of it that may shape their neighborhoods. This message may be welcomed by the public, or citizens may be disappointed to learn that their streets are not on the prioritized list of projects. It is key to have regular meetings so that the public understands the prioritization process and project results.

The Contractor recognizes the value of reaching out to other sections of the public-elected officials and other departments within the County that could have affect or be affected by the project.

**Deliverables**

- Attendance at a maximum of one public meeting per storm sewer shed by the Project Manager.

**Assumptions:**

- There shall be a maximum of one public meeting per storm sewer shed.
- The County shall coordinate and lead all aspects of the public meeting.
RIDER AGREEMENT NO. 558-12

AMENDMENT NUMBER 1

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 558-12 dated August 15, 2011 ("Main Agreement") made between CH2M Hill, Inc., 15010 Conference Center Drive, Suite 200, Chantilly, Virginia ("Contractor") and the County Board of Arlington County, Virginia ("County").

WHEREAS, CH2M Hill, Inc. and the County entered into the Agreement for CH2M Hill, Inc. to provide certain environmental study and planning services for the County watersheds, and

WHEREAS, CH2M Hill, Inc. transferred all the terms, conditions, and Scope of Work as contained in this Contract to CH2M Hill Engineers Corporation ("CH2M Hill Engineers"), and

WHEREAS, CH2M Hill Engineers Corporation has assumed all obligations and liabilities of CH2M Hill, Inc. under this Contract by virtue of the above transfer; and

WHEREAS, the County and CH2M Hill Engineers Corporation agree to have CH2M Hill Engineers Corporation provide services under the Main Agreement and this Amendment beginning on upon execution of this Amendment ("Effective Date"); and

WHEREAS, the parties wish to accept and continue with the Agreement, with the changes as stated herein, and the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

1. In place of CH2M Hill, Inc., the County agrees that CH2M Hill Engineers Corporation shall be the contracting party, and CH2M Hill Engineers Corporation shall provide the services under the Agreement;

2. In consideration with above referenced facts, CH2M Hill, Inc. confirms this transfer and waives any claims and rights against the County that it now has or may have in the future in connection with this Contract; and

3. CH2M Hill Engineers Corporation agrees to be bound by and to perform this Contract in accordance with the conditions contained in the Contract Documents; and

4. The term "Contractor" in the Contract shall hereinafter mean CH2M Hill Engineers.

NOW THEREFORE,

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as
RIDER AGREEMENT NO. 558-12

AMENDMENT NUMBER 2

This Amendment Number 2 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 558-12 dated August 15, 2011, as amended by Amendment No. 1 ("Main Agreement") made between CH2M Hill Engineers Corporation, 15010 Conference Center Drive, Suite 200, Chantilly, Virginia ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Work called for under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

1. THE WORK FOR AN ADDITIONAL WATERSHED (TORREYSON RUN) SHALL BE ACCOMPLISHED USING THE AVAILABLE FUNDS IN THE NOT TO EXCEED CONTRACT AMOUNT PARAGRAPH 8 OF THE MAIN AGREEMENT AS AMENDED BY AMENDMENT NO. 1.

2. EXHIBIT B – ARLINGTON COUNTY PROJECT SCOPE IS AMENDED TO ADD THE TORREYSON RUN WATERSHED AS FOLLOWS:

   A. CHANGE THE THIRD PARAGRAPH IN TASK 2 (HYDROLOGIC AND HYDRAULIC MODELING) IN THE SCOPE OF WORK TO READ:

   The Contractor shall complete models as described in Tasks 2.1-2.5 for the following storm sewer sheds - Crossman Run, Lubber Run, Spout Run, Little Pimmit Run, Westover Branch, Doctor's Branch, Roaches Run, and Torreyson Run.


   H. TORREYSON RUN SYSTEM

   1) Length of storm sewers: 28,994 linear feet of sewers (and streams). There are 10,302 linear feet of sewers 36 inches and greater (and streams). There are 172 linear feet of streams, although not all of the lengths of stream may affect modeling.

   2) Number of structures or nodes in GIS: 425, including:

      Four hundred and twenty five (425) Catchbasins
      Five (5) Endwalls
      Twenty three (23) Grate Inlets
      Fifteen (15) Junction Chambers
      One hundred and thirty one (131) Manholes
      Eighteen (18) Yard Inlets
      Five (5) Unknown type of Nodes
      Seven (7) Detention Outlets

   3) The Contractor shall evaluate the pipe segments that are on thirty six (36) inch pipe and bigger. The number of structures in GIS fitting that criteria are:

1

AGREEMENT No. 558-12
AMENDMENT No. 2
Thirty five (35) Catchbasins  
Seven (7) Grate Inlets  
Nine (9) Junction Chambers  
Fifty nine (59) Manholes  
Seven (7) Yard Inlets  
Two (2) Unknown type of Nodes 
Two (2) Detention Outlets

C. CHANGE THE FIRST SENTENCE IN TASK 2.2 (H & H MODEL DEVELOPMENT) IN 
THE SCOPE OF WORK TO READ:

The Contractor shall develop a model for the following storm sewer 
sheds using the available GIS data: Crossman Run, Lubber Run, 
Spout Run, Little Pimmit Run, Westover Branch, Doctor’s Branch, 
Roaches Run, and Torreyson Run.

D. THE SCOPE OF TASK NO. 4.1 IS EXPANDED TO INCLUDE AN ADDITIONAL 
WATERSHED (TORREYSON RUN), AND THE HEADING ON TASK NO. 4.1 WILL BE 
CHANGED TO ADD THE NEWLY ADDED WATERSHED:

TASK 4.1 DESIGN ITERATIVE MODELING AND TECHNICAL 
MEMORANDUM FOR CROSSMAN RUN, WESTOVER BRANCH, 
ROACHES RUN, DOCTOR’S BRANCH, LITTLE PIMIT RUN, 
LUBBER RUN, SPOUT RUN, AND TORREYSON RUN STORM 
SEWER SHED

CHANGE THE LAST BULLET UNDER ASSUMPTIONS FOR TASK 4.1 IN THE 
SCOPE OF WORK TO READ:

• This modeling shall be performed for the Crossman Run, 
Westover Branch, Roaches Run, Doctor’s Branch, Little 
Pimmit Run, Lubber Run, Spout Run and Torreyson Run 
Storm sewer sheds.

All other terms and conditions of the Main Agreement, as amended shall remain 
in full force and effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY VIRGINIA

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE:  
NAME: RICHARD D. WARREN, JR.  
TITLE: PURCHASING AGENT  
DATE: 4/9/2013

CH2MILL ENGINEERS CORPORATION

AUTHORIZED SIGNATURE:  
NAME and TITLE: TARA AJELLO, VICE PRESIDENT  
DATE: 4/3/13

AGREEMENT No. 558-12
AMENDMENT No. 2
RIDER AGREEMENT NO. 558-12

AMENDMENT NUMBER 1

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 558-12 dated August 15, 2011 ("Main Agreement") made between CH2M Hill, Inc., 15010 Conference Center Drive, Suite 200, Chantilly, Virginia ("Contractor") and the County Board of Arlington County, Virginia ("County").

WHEREAS, CH2M Hill, Inc. and the County entered into the Agreement for CH2M Hill, Inc. to provide certain environmental study and planning services for the County watersheds, and

WHEREAS, CH2M Hill, Inc. transferred all the terms, conditions, and Scope of Work as contained in this Contract to CH2M Hill Engineers Corporation ("CH2M Hill Engineers"), and

WHEREAS, CH2M Hill Engineers Corporation has assumed all obligations and liabilities of CH2M Hill, Inc. under this Contract by virtue of the above transfer; and

WHEREAS, the County and CH2M Hill Engineers Corporation agree to have CH2M Hill Engineers Corporation provide services under the Main Agreement and this Amendment beginning on upon execution of this Amendment ("Effective Date"); and

WHEREAS, the parties wish to accept and continue with the Agreement, with the changes as stated herein, and the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

1. In place of CH2M Hill, Inc., the County agrees that CH2M Hill Engineers Corporation shall be the contracting party, and CH2M Hill Engineers Corporation shall provide the services under the Agreement;

2. In consideration with above referenced facts, CH2M Hill, Inc. confirms this transfer and waives any claims and rights against the County that it now has or may have in the future in connection with this Contract; and

3. CH2M Hill Engineers Corporation agrees to be bound by and to perform this Contract in accordance with the conditions contained in the Contract Documents; and

4. The term "Contractor" in the Contract shall hereinafter mean CH2M Hill Engineers.

NOW THEREFORE,

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as