

A G R E E M E N T

For

**Architect-Engineer (A/E) Support Services for Construction Management
of La Pata Avenue and Camino Del Rio Extension Project**

THIS AGREEMENT, hereinafter referred to as "AGREEMENT" for purposes of identification hereby numbered D13-085, 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

Hill International, Inc., a Delaware, Corporation, hereinafter referred to as ("A/E"),

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

RECITALS

WHEREAS, the COUNTY has awarded a construction contract (Agreement D13-109) to Sukut Construction, Inc. for the construction of La Pata Avenue and Camino Del Rio; and

WHEREAS, COUNTY requires professional services to accomplish projects and/or services ("PROJECTS/SERVICES") as described in Agreement D13-085 Scope Of Work for *Architect-Engineer (A/E) Support Services for Construction Management of La Pata Avenue and Camino Del Rio Extension Project*, hereinafter referred to as "Attachment A,"

attached hereto and incorporated herein by reference; and

WHEREAS,

A/E is a firm that is registered to perform Construction Management services in the State of California and it may employ sub-consultants whose principals are, as required by law, registered by the State of California for the practice of Civil and Structural Engineering, Mechanical Engineering, Electrical Engineering, Corrosion Engineering, Architecture, Landscape Architecture, or Land Surveying.

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

A. Retainer

1. COUNTY does hereby retain A/E to perform the PROJECTS/SERVICES as required by this AGREEMENT.

2. A professional, duly registered in the State of California, who shall be assigned to PROJECTS/SERVICES and whose services are offered by A/E and accepted by COUNTY is Matthew McMenamin, Project Manager/~~Resident Engineer~~, PE (Civil) C56763.

Amendment #1

~~Resident Engineer~~. Due to additional COUNTY resources, the PARTIES agree that the COUNTY will provide the Resident Engineer obligations and responsibilities set forth at Section A.2 of the Agreement, which shall begin on the Effective Date of AMENDMENT NO. 1.

3. A/E may employ sub-consultants for the accomplishment of the PROJECTS/SERVICES specified; and, it is agreed that only the following firms or sub-consultants 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 AGREEMENT:

- a. Huitt-Zollars, Inc. (Design Clarification)
- b. SWT Engineering (Design Clarification and Inspection)
- c. GeoSyntec Consultants (Design Clarification, Geotechnical Engineering, and Inspection)
- d. Lantex Landscaping Architecture, Inc. (Design Clarification and Inspection).
- e. LSA Associates, Inc. (Biological and Archeological Monitoring)
- f. PRP Engineering, Inc. (Design Clarification)
- g. Onward Engineering(Construction Coordination)
- h. CNS Engineers, Inc. (Design Clarification)
- i. Ninyo and Moore (Design Clarification, Geotechnical Engineering, Inspection, and Testing)

Amendment #1

Sub-Consultant Services. The PARTIES hereby waive the forty-nine percent (49%) sub-consultant aggregate money value requirement at Section A.3 of the AGREEMENT. A-E shall employ sub-consultants for the accomplishment of the PROJECTS/SERVICES in any manner as requested by the COUNTY and in accordance with Scope of Work at Attachment A.

Amendment #1

A-E Service Fee. As of the Effective Date of this AMENDMENT NO. 1, A-E shall be entitled to a service fee mark-up of ten percent (10%) for all sub-consultants employed by the A-E that provide PROJECTS/SERVICES. This service mark-up fee covers the cost of coordinating sub-consultants, budgets and cost projections and preparing invoices.

4. Sub-consultants may be substituted and/or added by mutual AGREEMENT of A/E and the Director, County of Orange, OC Public

Works or his designee, hereinafter referred to as "DIRECTOR".

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

B. PROJECTS/SERVICES

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 AGREEMENT, the wording as set forth in Attachment A shall prevail.

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

2. Design Criteria and Standards

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

3. Scheduling

a. A/E shall provide staffing as required to meet the County Contractor's work schedule including overtime and extended work hours.

b. A/E shall ensure that all Sub-Consultants provide staffing as required to meet the County Contractor's work schedule including overtime and extended work hours.

c. A/E shall advise the County immediately when it is not possible for the A/E or any Sub-Consultants to provide necessary staffing to meet the County Contractor's work schedule.

C. Assistance by COUNTY

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

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

D. Non-Employment of COUNTY Personnel

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

2. Nothing in this AGREEMENT shall be deemed to make A/E, or any of A/E's employees or agents, agents or employees of the COUNTY. A/E shall be an independent consultant and shall have

responsibility for and control over the details and means for performing the work, provided that A/E is in compliance with the terms of this AGREEMENT. Anything in the AGREEMENT which may appear to give COUNTY 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, only in the results of the work.

E. Non-Discrimination

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

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

F. Employee Eligibility Verification

1. A/E warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens, and others and that all its employees performing work under this AGREEMENT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. A/E shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations, including but not limited to, the

Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324 et seq., as they currently exist and as they may be hereafter amended. A/E shall retain all such documentation for all covered employees for the period prescribed by the law.

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

G. Termination of Agreement for Cause

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

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

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

H. Termination for Convenience

1. Notwithstanding any other provision of the AGREEMENT, COUNTY may at any time, and without cause, terminate this AGREEMENT in

whole or in part, upon not less than seven (7) calendar days' written notice to the A/E. Such termination shall be effected by delivery to the A/E of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated.

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

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

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

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

I. Term and Maximum Compensation

The term of this AGREEMENT is for seven (7) years commencing upon approval by the COUNTY Board of Supervisors, with a maximum allowable compensation of ~~\$7,706,372~~ \$6,706,372 except as permitted in Paragraph J below.

Amendment #1
Maximum Compensation. As of the Effective Date of this AMENDMENT NO. 1, the maximum allowable compensation of this AGREEMENT shall be reduced to \$6,706,372.

J. A/E Compensation and Extra Work

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

1. A/E shall be compensated as follows:

a. Payment for services performed under this AGREEMENT shall be made on a monthly basis, up to ninety percent (90%) of the maximum fee shown for each Task Item listed in this AGREEMENT and in Attachment B (or as adjusted by the COUNTY pursuant to Section c. herein).

b. Payment of the remaining ten percent (10%) for each Task Item listed in this AGREEMENT and in Attachment B shall be made upon written request to DIRECTOR, or his designee for the completion and approval of each particular Task Item.

c. Budget adjustments between Task Items for the A/E, or between the A/E and any Sub-Consultant, or between Sub-Consultants may be made with the approval of the DIRECTOR, or his designee, including the reduction of the allocated budget for a Task or Tasks in order to augment by this same amount the budget for any other Task or Tasks.

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

a. The amount for Extra Work shall be determined using Attachment B. Extra Work shall be required by and ordered in writing by DIRECTOR. DIRECTOR may order Extra Work not to exceed ten thousand dollars (\$10,000) for contracts of less than One hundred thousand (\$100,000), and may order Extra Work up to ten percent (10%) for contracts not exceeding two hundred fifty thousand dollars (\$250,000). For contracts greater than two hundred fifty thousand dollars (\$250,000), Extra Work shall not exceed twenty-five thousand dollars (\$25,000) plus one percent (1%) of the original contract

amount in excess of two hundred fifty thousand dollars (\$250,000). In no case shall Extra Work cumulatively exceed one hundred thousand dollars (\$100,000), unless authorized by the Board of Supervisors.

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

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

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

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

K. Laws to be Observed

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

L. Errors and Omissions

1. All PROJECTS/SERVICES submitted by A/E shall be complete and shall be carefully checked prior to submission. A/E understands that COUNTY'S checking is discretionary, and A/E shall not assume that COUNTY will discover errors and/or omissions. If COUNTY 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 or others discover errors or omissions in the work submitted by A/E after COUNTY'S approval thereof, COUNTY'S approval of A/E'S PROJECTS/SERVICES shall not be used as a defense by A/E.

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

M. Insurance

1. Prior to the provision of services under this AGREEMENT, A/E agrees to purchase all required insurance at A/E'S expense and to deposit with COUNTY Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this AGREEMENT have been

complied with and to keep such insurance coverage and the certificates therefor on deposit with COUNTY during the entire term of this AGREEMENT. COUNTY reserves the right to request that A/E provide COUNTY with copies of the declarations page showing all endorsements and a certified copy of the policy.

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

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

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

A. Qualified Insurer

1. The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the Best's Key Rating Guide/Property-

Casualty/United States or ambest.com. If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted insurance carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including converge for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$3,000,000 per claims made or occurrence

B. Required Coverage Forms

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

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

C. Required Endorsements

1. The Commercial General Liability policy shall contain

the following endorsements, which shall accompany the Certification of Insurance:

- a) An Additional Insured endorsement using ISO form CG 20 10 or CG 20 33 or a form at least broad, naming the County of Orange, hereinafter referred to as "COUNTY", their elected and appointed officials, and employees as Additional Insured.
- b) A primary non-contributing endorsement evidencing that the A/E's insurance is primary and any insurance maintained by the COUNTY shall be excess and non-contributing.

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

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

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

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

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

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

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

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

10. COUNTY 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 incorporating such changes within thirty (30) days of receipt of such notice, this AGREEMENT may be in breach without further notice to A/E, and COUNTY shall be entitled to all legal remedies.

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

N. Indemnification

A/E agrees to, indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, the County of Orange ("COUNTY"), their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S 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 by a court of competent jurisdiction because of the concurrent active negligence of A/E and COUNTY or COUNTY INDEMNITEES, A/E and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve A/E of any insurance requirements or obligations created elsewhere in this AGREEMENT.

O. Award of Construction Agreement and Other Future Agreements

A/E is hereby informed that provisions of the Public Contract Code, the Political Reform Act of 1974, other statutes, regulations, and COUNTY policy prohibit, as an impermissible conflict of interest, the award of a contract for the construction of the project(s) on which A/E performed architectural-engineering services under this A/E AGREEMENT. A/E is hereby informed that these statutes

and regulations could also prohibit the award to A/E of design or other contracts on future phases related to tasks performed by A/E under this AGREEMENT. This prohibition applies also to a sub-consultants of or parent company of the firm that performed architectural-engineering tasks under this AGREEMENT.

P. Amendments

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

Q. Successors and Assigns

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

R. Entirety

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

S. Severability

If any part of this AGREEMENT is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of

competent jurisdiction, the remainder of this AGREEMENT shall be given effect to the fullest extent reasonably possible.

T. Binding Obligation

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

U. Governing Law and Venue

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

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

V. Child Support Enforcement Requirements

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

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

W. Ownership of Documents

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

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

X. Confidentiality

1. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, and all written or other information submitted to A/E in connection with the performance of this AGREEMENT shall be held confidential by A/E and/or anyone acting under the supervision of A/E and shall not, without the prior written consent of COUNTY, be used for any purposes other than the performance of the PROJECTS/SERVICES described in Attachment A, nor be disclosed to any person, partnership, company, corporation or agency, not connected with the performance of the PROJECTS/SERVICES. 2.

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

3. A/E and/or anyone acting under the supervision of A/E shall not use COUNTY 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.

Y. Publication

1. No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this AGREEMENT, 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, except as necessary for the performance of the services of this

AGREEMENT. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after COUNTY approval.

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

Z. Records and Audit/Inspections

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

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

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

whichever is later.

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

AA. Notices

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

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

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

For A/E:

Name: Hill International, Inc.
Address 18100 Von Karman Avenue, Ste. 700
City Irvine, CA 92612

Attn: Michael Tahan
Phone: 949-474-2980
E-mail: michaeltahan@hillintl.com
Fax: 949-474-8428
Cell: 909-262-4770

For COUNTY:

Name: OC Public Works/OC Planned Communities
Address 300 N. Flower St., 6th Floor
City Santa Ana, CA 92702-4048
Attn: ~~Harry Persaud, AICP~~ Nardy Khan, P.E/P.M.P.
Phone: ~~714-667-9655~~ 714-647-3906
E-mail: ~~Harry.Persaud@ocpw.ocgov.com~~
Nardy.Khan@ocpw.ocgov.com
Fax: ~~714-667-7569~~ 714-667-7520

AB. Attorney's Fees

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

AC. Interpretation

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

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

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

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

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

AD. Headings

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

AE. Acceptance

Unless otherwise agreed to in writing by COUNTY 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.

AF. Consent to Breach not Waiver

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

2. Any consent by any party to, or waiver of, a breach by

the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

AG. Remedies Not Exclusive

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

AH. Independent Consultants

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

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.

AI. Bills and Liens

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

AJ. Changes

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

AK. Assignment

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

AL. Changes in Ownership

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

AM. Force Majeure

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

AN. Compliance with Laws

1. A/E represents and agrees that services to be provided under this AGREEMENT shall fully comply, at A/E's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY 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.

2. A/E acknowledges that COUNTY 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 COUNTY INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.**

AO. Calendar Days

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

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

AP. Breach of Contract

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

1. afford the A/E written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this AGREEMENT within which to cure the breach;
2. discontinue payment to the A/E for and during the period in which the A/E is in breach; and
3. offset those monies disallowed pursuant to the above, against any monies billed by the A/E but yet unpaid by the COUNTY.

AQ. Default

1. In the event any equipment or service furnished by the A/E in the performance of this AGREEMENT should fail to conform to the specifications therein within one (1) calendar year from the COUNTY's acceptance of the equipment or service, or any performance period specifically specified within the specifications or AGREEMENT, whichever is greater, the COUNTY 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 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 shall have the right to purchase on the open market a corresponding quantity of any such equipment or service and to deduct from any monies due or that may thereafter become due to the A/E the difference between the price specified in this AGREEMENT and the actual cost to the COUNTY.

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 to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this AGREEMENT.

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

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

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

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

AR. Conflict of Interest Consultants Personnel

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

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

AS. Title to Data

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

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

AT. Availability of Funds

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

AU. Contingency of Funding

A/E acknowledges that funding or portions of funding for this AGREEMENT 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. If such funding and/or appropriations are not forthcoming, or otherwise limited, COUNTY may immediately terminate or modify this AGREEMENT without penalty.

AV. Contract Construction

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

AW. Waiver of Jury Trial

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

///

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

Hill International, Inc,
a Delaware Corporation

Date: _____

By _____
Signature

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: _____

By _____
Signature

Print Name & Title

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

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

Date: _____

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

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

Attest:

Date: _____

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

Date: _____

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California
By: _____
Deputy

ATTACHMENT A SCOPE OF WORK

I. PURPOSE

The COUNTY (OC Public Works) is soliciting Proposals from interested and qualified A/E firms to provide construction support services for the La Pata Avenue and Camino Del Rio Extension Project. The required services would include, but are not limited to, Construction Management, General and Structural Inspection. OC Public Works will need these services to aid current staff in project delivery. The project will widen existing La Pata Avenue from three (3) lanes to five (5) lanes from 750 feet south of Ortega Highway to the north boundary of the Prima Deshecha Landfill to primary arterial highway standards (1.6 miles), implement a gap closure by constructing a new 4 lane divided highway to primary arterial highway standards from the north boundary of the Prima Deshecha Landfill to Calle Saluda (2.0 miles), and construct a new four (4) lane roadway per secondary arterial highway standards to extend Camino Del Rio from its current terminus in the Forester Ranch Community within the City of San Clemente to intersect with La Pata Avenue (0.34 miles). Total project length is approximately 4 miles.

The La Pata Avenue Camino Del Rio infrastructure improvement is a project of high priority to the COUNTY due to its regional mobility and public safety benefits. The project is being funded from a variety of funding sources. Full funding for the project will be made available over the next several years. Therefore, construction of the project and associated construction management services will be phased commensurate with annual funding availability. The current project implementation strategy is to construct the gap closure component of the project before embarking on the widening component of the project. A/E's services are expressly contingent on annual funding availability. The services of the A/E shall be required for the duration of the project's construction.

The work is divided into three segments, each identified by a separate bid schedule in the Proposal. Schedule A contains the items for the construction of La Pata Avenue, from Station 61+00 to Station 181+00. Schedule B contains Deletable Items for the construction of La Pata Avenue, from Station 181+00 to Station 252+81. Schedule C contains Deletable Items for the construction of Camino Del Rio, from Calle Precipicio to La Pata Avenue. The following time has been allotted in the construction for the various Schedules:

Schedule A: Five Hundred Sixty (560) Working Days
Schedule B: Three Hundred Fifty (350) Working Days
Schedule C: One Hundred Fifty (150) Working Days

II. GENERAL

- A. Services furnished by the A-E firm shall be in general accordance with the project contract plans and special provisions, and "Greenbook" Standard Specifications for Public Works Construction (2012 edition), and Caltrans Specifications.
- B. Construction management engineers and field inspectors are expected to work a forty (40) hour week during normal construction contract hours on designated working days or as directed by OC Public Works/Construction Division Representative (COUNTY Resident Engineer). Construction management engineers and inspectors may need to work alternate working days including Saturdays, minor holidays or as directed by the COUNTY Resident Engineer in those instances

where construction procedures require a revised work schedule and where overtime compensation is approved by the COUNTY Resident Engineer. The A-E firm shall provide sufficient staffing to cover alternate working days without the need of overtime.

III. CONSTRUCTION MANAGEMENT

The A-E shall assign a Project Manager/~~Resident Engineer~~, Structural Representative, Office Engineer, and Construction Inspectors as required to the project. The A-E shall provide the necessary personnel, inspection staff, equipment, and transportation to facilitate the performance of the intended construction management and inspection services for the La Pata Avenue and Camino Del Rio Extension project.

IV. ENGINEERING

- A. Review and/or recommend approval of traffic control plans, shop drawings, and/or calculations for temporary structures such as trench shoring, false work, and other temporary structural forms.
- B. Review and provide design clarification on approved project plans and specifications.
- C. Review and advise the COUNTY Resident Engineer on the overall project schedule, including staging and completion dates, duration, milestones, and interfaces. Notify the COUNTY Resident Engineer immediately if the proposed work schedule does not conform to the contract documents, including the plans, specifications, and permits, or that may require special inspection or testing, or work stoppage.
- D. Review, on a monthly basis, the progress schedule and/or CPM (Critical Path Method) schedule submitted by the Construction Consultants. Make recommendations to the COUNTY Resident Engineer concerning the Construction Consultant's adherence thereto. Recommend to COUNTY Resident Engineer possible solutions to scheduling problems so as to complete the project on time, within budget, and in accordance with the contract drawings and specifications.
- E. Identify the scope of work for potential contract change orders.
- F. Prepare independent cost estimates for any changes resulting from design revisions or change in field conditions.
- G. Prepare, and recommend for approval by the COUNTY Resident Engineer, all contract change orders.
- H. Evaluate the merit of any potential claims, or requests for equitable adjustment submitted by the Construction Consultants.
- I. Prepare analysis of potential claims include recommendations regarding settlement of the claims.

V. INSPECTION

- A. Prior to the start of the construction, set up a preconstruction meeting with personnel representing the COUNTY, the Construction Consultants, and any other involved agencies, including the utilities. This meeting will discuss contract progress schedules, material issues, Construction Consultants issues, right-of-way details, coordination with the utility companies, and other project related issues.
- B. Establish and maintain a submittal log for required submittals of shop drawings, material and

- equipment certifications.
- C. Maintain a daily diary in compliance with State Funding requirements, which shall describe in detail all work accomplished on a daily basis, weather conditions, number of personnel employed at the site by the Construction Consultants, quantities of materials incorporated into the project, construction equipment at the site, deliveries of construction materials, material shortages, tests, labor disputes, general observations, and any unusual occurrences.
- D. Conduct daily job site inspections to assure that the required equipment, materials, and methods of construction are in compliance with the contract drawings, specifications, and regulatory codes.
- E. Perform continuous on-site inspections of all construction work performed under contract to the COUNTY, including structural excavation, safety, trench shoring, earth moving operations, pile driving, installation of trench shoring, fabrication and erection of structural steel, erection of concrete forms and falsework, erection of reinforced steel, placement of concrete into reinforced concrete drainage structures such as catch basins, culverts and junction structures. Placement of concrete street improvement structures such as curb and gutter, sidewalks, and drive approaches. Construction of roadway improvements including fine grading preparation of subbase material, placement of aggregate base material and asphalt concrete or other paving material.
- F. Perform inspections in accordance with construction contract, project, and special provisions, the "Greenbook" Standard Specifications for Public Works Construction (2012 edition) and Caltrans Specifications.
- G. Assure that the materials provided and the work performed is in accordance with the contract drawings and specifications by obtaining material certifications as required prior to incorporating materials into work. Ascertain that all manufacturers' tests required by specifications are performed before materials or equipment is incorporated into the work. Promptly report to the COUNTY Resident Engineer any work or materials which fail to conform to the contract drawings or specifications. Recommend such actions as are necessary and adequate to obtain acceptable work and materials. Notify the Construction Consultants of any and all unacceptable work or material.
- H. Provide the COUNTY Resident Engineer with a schedule of materials to be inspected and/or tested and estimate the dates when these services will be necessary. Some materials inspection and testing services will be provided by OC Public Works/Materials Lab.
- I. Notify the COUNTY Resident Engineer of any additional testing or inspections necessary to ensure compliance with the specifications. The COUNTY Resident Engineer shall have the sole right to decide if such additional testing and inspection are required and, if required, decide if such testing and inspections are "on-site" or "off-site".
- J. Maintain files on the job site for correspondences, reports of job conferences, test reports, shop drawings, material deliveries, certifications, other submissions, reproduction of original contract documents including all other project related documents and addenda, permits, contract change orders, supplemental drawings, and all other project related documents in accordance with the "Greenbook" Standard Specifications for Public Works Construction (2006 edition). The A-E shall also maintain a set of plans exclusively for the purpose of noting "As-Built" conditions as the work progresses. The COUNTY Resident Engineer will periodically provide staff on-site to audit construction management services provided by the A-E, and that the A-E shall cooperate with the auditor and shall correct deficiencies as noted.
- K. Measure and compute all construction quantities for pay items in accordance with the contract

- specifications. Prepare monthly progress payments and recommend payments.
- L. Ensure that the Construction Consultants complies with all local, state, and federal laws, ordinances, rules, regulations, regulatory/resource agency permits, and orders as provided by the contract.
 - M. Ensure that the Construction Consultants's implementation of the projects' Stormwater Pollution Prevention Plan (SWPPP) and/or Best Management Practices (BMP) is in accordance with the contract drawings and specifications. Document and take appropriate action to correct SWPPP and/or BMP deficiencies.
 - N. Document and notify the COUNTY Resident Engineer and the Construction Contractor's 's Safety Officer of observed safety deficiencies to ensure the condition is corrected by Construction Contractor. If not corrected, recommend appropriate steps, in accordance with the contract drawings and specifications to ensure public and worker safety.
 - O. The Field inspector shall inform the COUNTY Resident Engineer of observed labor relation problems.
 - P. In the event interpretation of the meaning and intent of the contract drawings and specifications becomes necessary during construction, the Field inspector shall consult with the COUNTY Resident Engineer to ascertain the interpretation and transmit such information to the Construction Consultants.
 - Q. Advise the COUNTY Resident Engineer of all complaints and inquiries from property owners, citizens, officials, or others and assist the COUNTY staff in the investigation and answering of such complaints and inquiries. Maintain a log showing disposition of each complaint and inquiry.
 - R. Review project for final completion and provide written notice that the work is ready for final inspection. Monitor and record the Construction Consultants's completion of all contract punch list items. Secure and transmit the required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, and final contract records to the COUNTY Resident Engineer.
 - S. Measure and compute all final construction quantities for pay items in accordance with the contract specifications. Prepare notice of completion that the work has been completed in accordance with the drawings and specifications and that the final estimates of payment to the Construction Consultants are correct.
 - T. Prepare detailed red line "As-Built" construction drawings to ensure that they show all changes or additions to the original contract documents and submit all final documents to the COUNTY Resident Engineer for acceptance within thirty (30) days of final inspection.
 - U. Provide public relations and community outreach in conjunction with the COUNTY and CITY PIO efforts. Said work shall consist of the following elements.
 - 1. Stakeholder/Community Briefings and Meeting Coordination – conduct quarterly or as requested briefings for Community groups, City officials, residents, businesses, school, and other interested parties.
 - 2. Public Relations/Community Relations Reporting – Prepare reports for Project staff, City and county PIO's as requested.
 - 3. Establish project web site, maintain and update website on a monthly or coordinate project tab on County's website.
 - 4. Establish a project database for all interested parties.
 - 5. Email Updates - Write, edit, update, and distribute email updates to community groups, stakeholders, City officials, businesses, and other interested parties on a

- bi-weekly basis or in accordance to construction staging.
6. Standard Telephone/Email Service – Public information line and email inquiry response coordination.
 7. Information Materials – Write, edit, update, and distribute materials, fact sheets, etc... as needed.

All services are as-needed and the County will approve all materials before publishing.

Design Construction Support Services and Sub-consultant's Scope of Services:

1) Huitt-Zollars - per Scope of Work dated January 14, 2014

Sub-consultant shall provide technical engineering services for construction support as requested by Hill's Resident Engineer and authorized by County of Orange's Contract Manager by written task Order. Huitt-Zollars to also provide following technical services, which include, but are not limited to:

- Review and approval of Temporary traffic control plans
- Review and approval of Contract Change Order design change
- Review and approval of RFI's, RFC's
- Review and approval of shop drawings and submittals
- Attend construction meetings as requested
- Provide as-built set of drawing at the end of the project
- And other related tasks as directed by Project Manager/Resident Engineer

2) SWT Engineering - per Scope of Work dated December 30, 2013

Sub-consultant shall provide technical engineering services for construction support as requested by Hill's Resident Engineer and authorized by County of Orange's Contract Manager by written task Order. SWT Engineering to also provide following technical services, which include, but are not limited to:

- Review and approval of RFI's, RFC's
- Review and approval of shop drawings and submittals
- Attend construction meetings as requested
- Provide as-built set of drawing at the end of the project.
- Coordinate activities with Management of OC Waste & Recycling
- Inspect improvements to landfill operations
- And other related tasks as directed by Project Manager/Resident Engineer

3) Geosyntec Consultants - per Scope of Work dated January 15, 2014

Sub-consultant shall provide technical construction engineering services; field, and specialty inspection; and material testing for construction support as requested by Hill's Resident Engineer and authorized by County of Orange's Contract Manager by written task Order in order to verify design assumptions and existing field conditions.

Geosyntec Consultants to also provide following technical services, which include, but are not limited to:

- Review and approval of RFI's, RFC's
- Review and approval of shop drawings and submittals
- Attend construction meetings as requested
- Provide as-built set of drawing at the end of the project
- Special inspection of existing conditions assumed in design, sampling and testing as needed to verify design assumptions

- And other related tasks as directed by Project Manager/Resident Engineer
- 4) **Lantex Landscape Architecture Inc. - per Scope of Work dated January 15, 2014**
Sub-consultant shall provide technical engineering services for construction support as requested by Hill's Resident Engineer and authorized by County of Orange's Contract Manager by written task Order. Lantex Landscape Architecture to also provide following technical services, which include, but are not limited to:
- Review and approval of RFI's, RFC's
 - Review and approval of shop drawings and submittals
 - Attend construction meetings as requested
 - Perform Landscape Inspection
 - And other related tasks as directed by Project Manager/Resident Engineer
- 6) **LSA Associates, Inc. - per Scope of Work dated January 16, 2014**
Sub-consultant shall provide biological monitoring services for construction support as requested by Hill's Resident Engineer and authorized by County of Orange's Contract Manager by written task Order. LSA Associates to also provide following technical services, which include, but are not limited to:
- Conduct training for workman
 - Attend construction meetings as requested
 - Perform Biological and Archeological monitoring
 - And other related tasks as directed by Project Manager/Resident Engineer
- 7) **PRP Engineering, Inc. - per Scope of Work dated December 23, 2013**
Sub-consultant shall provide technical engineering services for construction support as requested by Hill's Resident Engineer and authorized by County of Orange's Contract Manager by written task Order. PRP Engineering, Inc. to also provide following technical services, which include, but are not limited to:
- Review and approval of Contract Change Order design change
 - Review and approval of RFI's, RFC's
 - Review and approval of shop drawings and submittals
 - Attend construction meetings as requested
 - Provide as-built set of drawing at the end of the project
 - And other related tasks as directed by Project Manager/Resident Engineer
- 8) **Onward Engineering - per Scope of Work dated January 13, 2014**
Sub-consultant shall assist Hill's Resident Engineer as authorized by County of Orange's Contract Manager by written task Order with the construction coordination efforts and provide the following services, which include, but are not limited to:
- Ensure efficient use of sub-consultants
 - Coordinate with OCPW Departments
 - Coordinate with Landfill Operations
 - And other related tasks as directed by Project Manager/Resident Engineer
- 9) **CNS Engineers, Inc. – per Scope of Work dated December 27, 2013**
Sub-consultant shall provide technical engineering services for construction support as requested by Hill's Resident Engineer and authorized by County of Orange's Contract Manager by written task Order. PRP Engineering, Inc. to also provide following technical services, which include, but are not limited to:
- Review and approval of Contract Change Order design change

- Review and approval of RFI's, RFC's
- Review and approval of shop drawings and submittals
- Attend construction meetings as requested
- Provide as-built set of drawing at the end of the project
- And other related tasks as directed by Project Manager/Resident Engineer

10) Ninyo and Moore – per Scope of Work dated January 28, 2014

Sub-consultant shall provide technical construction engineering services; field, and specialty inspection; and material testing for construction support as requested by Hill's Resident Engineer and authorized by County of Orange's Contract Manager by written task Order to verify design assumptions and existing field conditions. Ninyo and Moore to also provide following Technical services, which include, but not limited to:

- Review and approval if RFI's , RFC's
- Review and approval of shop drawings and submittals
- Attend construction meetings as requested
- Provide as-built set of drawing at the end of the project
- Special inspection of existing conditions assumed in design, sampling and testing as needed to verify design assumptions
- And other related tasks as directed by Project Manager/Resident Engineer

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

- I. COMPENSATION:** This is an all-inclusive usage AGREEMENT between COUNTY and A/E for support services for construction management of La Pata Avenue and Camino Del Rio Extension, as set forth in Attachment A, "Scope of Work".

A/E agrees to accept the specified compensation as set forth in this AGREEMENT as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by A/E of all its duties and obligations hereunder. A/E shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **COUNTY shall have no obligation to pay any sum in excess of the Total AGREEMENT Amount specified herein below unless authorized by amendment in accordance with Paragraphs P and AJ of the COUNTY AGREEMENT Terms and Conditions.**

II. PRICING:

- a. Price Breakdown** (Per Article J of AGREEMENT, budget adjustments between Task Items may be made with the written approval of DIRECTOR):

~~TOTAL AGREEMENT AMOUNT SHALL NOT EXCEED: \$7,706,372~~

Amendment #1

TOTAL AGREEMENT AMOUNT SHALL NOT EXCEED: \$6,706,372

- III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of this AGREEMENT. All price decreases will automatically be extended to COUNTY.
- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** A/E guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. A/E agrees that no price increases shall be passed along to COUNTY during the term of this AGREEMENT not otherwise specified and provided for within this AGREEMENT.
- V. A/E'S EXPENSE:** A/E will be responsible for all costs related to photo copying, telephone communications and fax communications while on COUNTY sites during the performance of work and services under this AGREEMENT.
- VI. REIMBURSABLE ITEMS:** Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the COUNTY Project Manager. Invoices for reimbursable items shall be identified as such and include copies of receipts or other proof of payment as determined by the COUNTY Project Manager. Reimbursable items shall be charged at cost.
- 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, as applicable. Invoices shall be verified and approved by COUNTY, as applicable, and subject to routine processing requirements. The responsibility for providing an acceptable invoice to COUNTY, 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, as applicable, for any monies paid to the A/E for goods or services not provided or when goods or services do not meet the AGREEMENT requirements.

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

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

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

Invoices and support documentation are to be forwarded to:

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

**ATTACHMENT C
STAFFING PLAN**

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

1. A/E KEY PERSONNEL

Name	Classification/Designation	Years of Experience	Licenses/Certifications (include license number)

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

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

2. SUBCONSULTANTS(S) (IF APPLICABLE)

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

Company Name & Address	Contact Name and Telephone Number	Project Function

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

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

- A. In the case of an individual consultants, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a consultants doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the consultants has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the consultants has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with Orange County. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.

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

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

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

**ORANGE COUNTY CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

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

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

- B. In the case of a consultants doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

(Additional sheets may be used if necessary)

- C. A certification that the consultants has fully complied with all applicable federal and state reporting requirements regarding its employees; and

- D. A certification that the consultant has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with Orange County. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.

Authorized Signature

Name

Title