



COUNTY OF ORANGE

DESIGN OF EAST CANYON LANDSLIDE MITIGATION
MEASURES AT THE FRANK R. BOWERMAN LANDFILL
FOR
OC WASTE & RECYCLING

CONTRACT #MA-299-14010179

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A-E AGREEMENT

PROJECT TITLE: DESIGN OF EAST CANYON LANDSLIDE MITIGATION MEASURES
AT THE FRANK R. BOWERMAN LANDFILL

This Agreement #MA-299-14010179 for the Design of East Canyon Landslide Mitigation Measures at the Frank R. Bowerman Landfill (this "Agreement") is hereby entered into this 10th day of September, 2013 ("Effective Date") and is by and between the County of Orange, a political subdivision of the State of California, by its OC Waste & Recycling, (the "County") and SWT Engineering a licensed professional Architect/Engineering firm of the State of California (the "A-E"), with a principal office located at 800-C South Rochester Avenue, Ontario, CA 91761.

RECITALS

WHEREAS, County desires to contract for the Design of East Canyon Landslide Mitigation Measures at the Frank R. Bowerman Landfill, as more fully described in Exhibit A, Scope of Services, attached and incorporated herein, hereinafter called "Services" for such term as is defined herein;

WHEREAS, A-E is qualified and willing to render the Services desired by the County;

NOW, THEREFORE, for and in consideration of the professional services and mutual promises to be performed for the County by the A-E in connection with the Services and the compensation to be paid for such Services and mutual promises by the County, all as herein provided, the County and A-E agree as follows:

1. Retainer

a. County does hereby retain A-E to perform the Services as hereinafter specified.

b. A-E is an engineering firm and will perform the Services provided for herein in association with the following Team Members: Geosyntec Consultants, LSA Associates, Inc. and Hushmand Associates, Inc. A-E and the principals of the Team Members are duly registered under the laws of the State of California.

A-E Principals assigned to perform the Services under this Agreement are:

SWT Engineering	Michael Cullinane, Principal in Charge, Project Manager
Geosyntec Consultants	Saverio Siciliano, Assistant Project Manager

Other key professionals assigned by A-E to the Services and their respective assignments have been approved by County and are shown in Exhibit B. During the term of this Agreement, neither A-E, nor Team Members will substitute others for the named key professionals approved by County without written approval of the Director, or designee (the "Director") of OC Waste & Recycling. If a

designated professional fails to perform satisfactorily, upon written notice from OC Waste & Recycling, A-E shall remove that person from the Task and replace that person with one acceptable to OC Waste & Recycling.

For the purposes of this Agreement, "Team Members" shall mean independent A-E, whether individuals or companies, hired directly by A-E to assist in the performance of any and/or all aspects of the Services under this Agreement. Team Members listed above may only be substituted by mutual agreement of A-E and the Director. Nothing contained in this Agreement shall create any contractual relations between County and any Team Member employed by A-E in connection with the Services.

A-E shall be fully responsible and liable for the work of its employees, all Team Members, and sub-contractors of A-E performing Services under this Agreement. All references to A-E responsibilities and duties under this Agreement shall be deemed a reference to Team Members and sub-contractors. A-E shall ensure that all Team Members and sub-contractors are aware of the terms of this Agreement and comply fully with all such terms. A-E shall have no liability for work by A-E independently contracting with County, except insofar as such liability arises due to A-E's performance of Services under this Agreement.

A-E and its Team Members shall exercise that degree of skill and diligence normally employed by professional engineers or A-E performing the same or similar services. A-E shall be given a reasonable period in which to re-perform, without additional compensation, any services not meeting this standard, after which time County may, at its option, claim damages for breach of this Agreement for any services rendered by the A-E which do not meet the standard.

c. Prohibition against Subcontracting or Assignment

The experience, knowledge, capability, and reputation of the A-E, its principals and employees were the substantial inducement for the County to enter into this Agreement. Therefore, other than the Team Members specified herein, the A-E shall not contract with any other person or entity to perform in whole or in part the Services required hereunder without the express written approval of the Director. In addition, neither this Agreement, nor any portion of this Agreement, nor any interest herein may be transferred, assigned, conveyed, hypothecated, delegated, or encumbered without the prior written approval of the County.

Transfers restricted by this provision shall include the transfer to any person, or group of persons acting in concert, of more than twenty-five percent (25%) of the present ownership and/or control of A-E, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceedings, this Agreement shall be void. No approved transfer shall release the A-E or any surety of A-E from any liability arising under this Agreement without the express consent of the County.

2. Services

a. Description of Services

The scope of services under this Agreement is specified in Exhibit A, Scope of Services, which is attached and incorporated by reference into this Agreement. Individual Services performed under this Agreement shall be completed in accordance with a Task Order issued by the Director, as fully expressed in the Scope of Services. Final invoicing must be received within 60 days upon completion of final task.

b. Project Criteria and Standards

Services performed hereunder, including but not limited to the services of A-E and Team Members, shall be performed with that degree of skill, care, diligence and generally accepted professional standards as practiced by similarly situated architectural, mechanical, electrical, structural and civil services firms, and as expeditiously as is consistent with professional skill, diligence and care and the orderly progress of the services. All work, of any kind, shall conform to and be in compliance with all applicable codes, laws, ordinances, regulations, and restrictions. Except as otherwise expressly provided herein, A-E shall: (1) furnish all labor, supervision, equipment, tools, testing devices, provide all of the consumable materials, and each and every item of expense specified herein required to complete the services as specified in Exhibit A, Scope of Services; (2) perform all services promptly and diligently so that the work may commence and may be completed in a timely manner; (3) properly perform all Services specified herein; and (4) have full control and direction over the mode and manner of performing the Services covered by this Agreement. All professional Services herein specified are to be performed wholly at the risk of the A-E, and the A-E shall take all precautions for the proper and safe performance thereof. Nothing in this Agreement shall be construed to be an assumption of responsibility by A-E for any pre-existing site condition.

All work shall be performed in accordance with the most current statutes and standards, which may include but are not limited to:

- California Public Contract Code
- Resource Conservation and Recovery Act, Subtitle D
- California Code of Regulations Title 27 Environmental Protection--Division 2, Solid Waste
- California Code of Regulations Title 24, California Building Standards Code
- South Coast Air Quality Management District Rules
- OC Public Works Standard Plans
- Orange County Grading Manual and Excavation Code
- OC Waste & Recycling Regulatory Compliance Requirements (refer to Exhibit E)
- Others may include: APWA Standard Specifications, Waste Discharge Requirements and California Environmental Quality Act, as well as instructions set forth by the Director of OC Waste & Recycling or designee.

c. Safety and Health Laws and Regulations

As appropriate, A-E shall prepare a Health and Safety Plan (H&SP) in compliance with all local, municipal, State, and Federal health and safety laws, orders, and regulations applicable to A-E's operations in the performance of the Services. While on the premises of County, A-E and A-E's employees, Team Members, and agents shall comply with applicable requirements of the Occupational Safety and Health Act and any State-approved plan, and the regulations there under, to the extent applicable and shall ensure that all A-E's employees, Team Members, and agents have a safe place of work on the premises of County.

The H&SP shall be submitted to County within ten (10) calendar days after the effective Agreement date. The Notice to Proceed with any Task Order under this Agreement will be contingent upon receipt of an H&SP acceptable to County's OC Waste & Recycling Safety Officer or designee. It is County's intention to return its comments within ten (10) calendar days after receipt of the H&SP.

A-E shall be solely and completely responsible for conditions including safety of all persons and property during the performance of the Services. County's acceptance/concurrence of A-E's H&SP does not relieve or transfer any such responsibilities to County.

d. Laws to be Observed

In addition to those specified or referred to above or otherwise herein, A-E shall be familiar with and, at all times, observe and comply with but not limited to the jurisdiction of the County of Orange, Local Enforcement Agency, Regional Water Quality Control Board, South Coast Air Quality Management District, and all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of its performance of this Agreement.

e. Scheduling, Coordination, and Reporting

A-E shall be responsible for preparing documents as outlined in Exhibit A. This includes negotiating with other public agencies and private parties and performing miscellaneous items in connection with the Services specified within this Agreement.

A-E shall allow at least ten (10) working days after submittal of deliverables for County review. In planning work, A-E should anticipate and allow for said County review of each submittal required in Exhibit A. A-E shall meet with County's staff, when required, to review progress of work, adherence to progress schedule, coordination of work, scheduling of presentations or coordination meetings, if needed, and to resolve any problems that may develop.

The A-E shall be responsible for providing written minutes of all Project Meetings attended by the A-E or its designee and County representatives. A copy of the minutes shall be sent to the County Project Manager or designee for concurrence within three (3) working days of each meeting.

A-E shall submit a progress report of each month's activities by the Wednesday of the third week of the following month to County's OC Waste & Recycling. Each monthly progress report shall be a concise summary of Services information and data prepared for the use of County's OC Waste & Recycling project management personnel. A-E shall complete all authorized Tasks, as outlined in the Scope of Services and obtain all approvals of County as stipulated in the deliverable plan and agreed upon herein. The progress report shall include the following items as appropriate and as directed by the Scope of Services:

- Narrative Summary
 - Highlights
 - Major decisions
 - Major activities
 - Milestones reached on each task
 - Progress achieved compared to planned progress
- Areas of concern and corrective action taken or planned
- Overall A-E project progress
- Overall progress of procurement package preparation (if any)
- Overall progress of work being managed by A-E (if any)
- Revisions to Scope of Services as necessary to address change orders, delays and actual expenditures.

In the event A-E fails to complete the work in a timely and professional manner, County shall have the option of completing the work with its own force or under agreement with another firm. The time allowed for A-E to complete the work pursuant to this Agreement or the applicable Task Order may be extended by the Director (for an additional period of time determined by the Director) for time delay created by job conditions or other conditions without fault or negligence of the A-E.

The A-E shall notify the OC Waste & Recycling Project Manager ("PM") and Deputy Director in writing when expenditures against the contract reach 75% of the total dollar limit of the contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the total dollar limit of the contract unless an amendment to cover those costs has been issued by the County. This notification must come within 3 working days of receipt of invoice that is within the notification limit.

All extra work resulting in an increase in the Contract total ceiling amount shall be authorized by written amendment to this Contract. Said modification shall be issued by the County of Orange, Purchasing Agent or his designee and maybe subject to approval by the Orange County Board of Supervisors.

f. Presentations

When public presentations are called for, OC Waste & Recycling staff will schedule and/or arrange for such presentations and will provide introduction and assistance. A-E shall be called upon to present public presentation, be responsible for preparation of exhibits and visual aids for oral

presentation. Any recommendations to be made in the presentation shall have prior concurrence of OC Waste & Recycling staff.

g. Approvals of Other Agencies and Entities

A-E shall assist OC Waste & Recycling to complete the review process with the appropriate local jurisdictions and obtain on OC Waste & Recycling' behalf, all regulatory agencies' approval, and as necessary, to interact with concerned responsible entities.

h. Ownership of Documents, Equipment and Materials

All test data, survey results, computer database, models and renderings such as drawings, designs, specifications and other incidental architectural and engineering work, documentation, equipment, or materials prepared by the A-E in connection with the performance of Services furnished hereunder shall be and remain the property of County, including all copyrights, rights of reproduction and other interests relating thereto, shall be surrendered to County upon request of OC Waste & Recycling at any time, or may be used by County, as County may require, without any additional cost to County.

A-E hereby assigns to the County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, and rights to ideas in and to all versions of the plans and specifications now or later prepared by A-E in connection with any Services provided under this Agreement. The A-E agrees to refrain from taking any actions, which would impair said rights. The County may reuse such documents for future work of any project wherein A-E provided Services under this Agreement and for future projects provided that the A-E has been fully compensated for the Services performed according to the terms of this Agreement and, with respect to future projects, provided the A-E is indemnified against any liability that may occur as a result of such reuse. The County shall not refer to the A-E without its consent in any published materials referring to such other projects and it shall not permit parties other than the County to use such work.

i. Final Mapping.

A-E shall deliver the final mapping in digital format conforming to the latest AutoCAD version being used by OC Waste & Recycling or in a version as specified by OC Waste & Recycling. The digital mapping will be placed on CD-ROM utilizing a .DWG file format for use in the latest version of Land Development Desktop software used by OC Waste & Recycling or in a version as specified by the department. Contours shall be AECC Contours. A-E shall use AutoCAD layering specified line type, and the layer description to be implemented and adhered to for all photogrammetric and topographic digital files. Contact OC Waste & Recycling for layer specifications.

j. Reproduction

County will be responsible for all reproduction necessary for advertising for bids and for Agreement administration. A-E shall be responsible for reproductions necessary for submittals as described in this Agreement.

3. Access to Facilities and Property

County will make its facilities reasonably accessible to A-E as required for A-E's performance of its Services. A-E shall notify OC Waste & Recycling prior to accessing County's facilities and property.

4. Compensation of A-E

A-E will be compensated for all authorized services performed under this Agreement in accordance with Exhibit C hereto. Exhibit C includes full compensation for providing all services performed provided under this Agreement. All invoicing and payment for Services performed under this Agreement shall be as specified in Exhibit C.

For the Services properly authorized and performed by A-E and approved Team Members under this Agreement, A-E shall be compensated in accordance with the following:

a. Time and Expenses Basis

For completion and approval of all work for a Task Order, compensation shall be on a time and expenses basis. The hourly rates listed herein shall be effective from the Effective Date of this Agreement through the termination of this Agreement.

b. Lump Sum Basis

Lump Sum basis Task Orders are required to have written approval by the PM prior to the A-E proceeding with the services. Prior to the services commencing the A-E shall provide the PM with a detailed breakdown of the labor and materials costs that determined their lump sum quote. The breakdown shall be in accordance with the hourly rate schedules listed herein. Costs not contained in the hourly rate schedules shall be reviewed by the PM for reasonableness as part of the written approval process. All Lump Sum quotes for Task Orders shall be executed and processed as described herein.

In the event of unforeseen circumstances occurring that would necessitate a modification to the authorized Lump Sum Task Order; a separate Task Order authorization may be requested by the A-E to reflect the changes in the scope of services.

Upon completion of the Lump Sum Task Order, the A-E shall submit to the PM a billing invoice for services rendered. The PM shall review and approve the invoice for payment by OC Waste & Recycling Accounting/Accounts Payable.

The A-E shall at all time during the term of the Lump Sum Task Order keep full and complete records and documentation in support of the services performed. The County shall have the right to request and examine any project records for the purpose of determining its accuracy in accordance with the terms and conditions of this Agreement.

c. Contract Maximum

~~The total Agreement amount shall not exceed \$2,000,000, including reimbursable and other direct costs. Reimbursable costs shall be billed in accordance with Exhibit C, Schedule of Fees. The total not to exceed compensation will be broken down into individual tasks. The amounts allocated for each task may be transferred and adjusted within these tasks with the written approval of the Director or designee.~~

Amendment #1

The total AGREEMENT amount shall not exceed \$2,397,047, including reimbursable and other direct costs. Reimbursable costs shall be billed in accordance with Exhibit C, Schedule of Fees. The total not-to-exceed compensation will be broken down into individual tasks. The amounts allocated for each task may be transferred and adjusted within these tasks with the written approval of the Director or designee.

It will be the sole responsibility of the PM to monitor, track, amend, and with Director approval move the task dollars within the not-to-exceed budget of the total contract amount.

A-E shall submit a monthly accounting report to County’s OC Waste & Recycling by Wednesday of the third week of the following month. The accounting report shall show the following information for each Task Order:

- Amount Budgeted (original Agreement),
- Revised Amount Budgeted (original Agreement plus fund transfers and amendments),
- Amount Expended to Date,
- Amount Being Invoiced,
- Amount Remaining in Budget, and
- Percentage of Task Funds Expended.
- Contract and Encumbrance document numbers to be provided by the County.

This report shall contain the total costs recorded to date on this Agreement and all Task Orders.

d. Change Orders or Amendment and Authority

Prior to performing work where changes in the work are requested for a Task Order, the changes shall be in writing and County shall have the authority to review and approve the changes in accordance with the following:

- Approval by County’s Board of Supervisors is required if (1) a change would exceed \$10,000 when the original contract amount does not exceed \$100,000, (2) a change would exceed 10 percent of the original contract amount, or 10 percent of the amended “not to exceed” amount, if applicable,

Attachment B

as authorized by the Board of Supervisors when the original contract amount exceeds \$100,000, but does not exceed \$250,000, and (3) a change for any contract would exceed \$25,000 plus 1% of the original amount of the contract in excess of \$250,000, (or the full “not to exceed” amount as authorized by the Board of Supervisors) when the original contract amount exceeds \$250,000. In no instance shall the extra work cumulatively exceed \$100,000, unless authorized by the Board of Supervisors.

- Changes, which do not exceed the limits, defined above and provided the additional work is conducted under the current terms and conditions of the contract may be authorized by the Director of OC Waste & Recycling.

e. Compensation on Termination

Any compensation due A-E at termination, will be determined in accordance with Agreement Article. 8, Termination of Agreement.

Other Contractual Requirements

- Labor Charges shall be charged on the basis of actual time spent at the job site/company office, computed to the nearest ¼ hour.
- Labor charges for time spent traveling from portal to portal shall be charged at 50 percent of the pertinent rate(s) established herein, and shall be computed to the nearest ¼ hour. Travel time is not to exceed 2 hours per day.
- Travel time to and from the job site shall not be included in the calculation of overtime. Overtime hours shall be calculated solely on the basis of working in excess of 8 hours a day at the job site and/or company office.
- At the start of any Task Order authorized under this Agreement, the A-E shall submit to the PM a list of employees who will work on the project and the job classification the employee is assigned.
- The A-E employee’s job classification and charge (billing) rate once assigned shall remain fixed for the life of the contract, where the employee’s hours worked may not be charged to a different charge (billing) rate, unless performing duties at a lower rate.

Notwithstanding any provision of this Agreement to the contrary, County's obligations under this Agreement are contingent upon the inclusion of sufficient funding for the services hereunder in the applicable County budget approved by the Board of Supervisors.

Payments

The cost for the work including the fees and reimbursable items will be billed monthly by the A-E to the County in congruence with the scheduled deliverable in each Task Order. Each invoice must show cost breakdown by task including the accumulated cost for the task as well as the new cost

for the billing period. The cost breakdown by task for the various subcontracted items shall also be indicated. The A-E's billings shall also include, but not be limited to, classification of A-E's staff employed in the work, number of hours worked, and hourly rate. These invoices must be prepared in a manner that will allow easy cross-referencing to the reports required herein. Requests for payment must be mailed (on the approved form) to OC Waste & Recycling Accounting/Accounts Payable. The responsibility for providing acceptable invoices rests with the A-E. Final invoices must be received within 60 days upon completion of final task. Please note that the following information must be clearly referenced on the invoice if available:

- the A-E's vendor code and
- the Master Agreement (MA) number

A-E must promptly notify the County about any changes in Legal (Organization) Name, Tax ID and Address so that this information can be updated in the system to prevent a delay in payment.

Furthermore, sufficient itemization and/or description must appear on the invoice. Dollar amounts, extensions, and totals must be correct.

Invoices must be mailed to:

OC Waste & Recycling

300 N. Flower St., Ste. 400

Santa Ana, CA 92703-5000

Attn: Accounting/Accounts Payable

Master Agreement Number: MA-299-14010179

Design of East Canyon Landslide Mitigation Measures at the Frank R. Bowerman Landfill

5. Term of Agreement

The term of this Agreement shall commence upon the date the Agreement is executed by the County (the "Effective Date") and, unless earlier terminated as provided for herein, shall be in full force and effect until project completion. All Task Orders must be issued and completed within the Agreement duration.

6. Authorization to Proceed

A-E is not authorized to proceed with the Services prior to the Effective Date of this Agreement. In addition, A-E shall not perform any Services under this Agreement without the issuance of a notice to proceed and an authorized Task Order.

7. Suspension, Delay, or Interruption of Work

The County, in its sole and absolute discretion, may, at any time, suspend, delay, interrupt, or stop the performance of any or all of the Task Orders, work or Services of this Agreement by written

notice to the A-E for the convenience of County or for work stoppages beyond the control of the County, the A-E or other party.

If the Task Order(s), work or Services are suspended by the County for more than 90 calendar days, the A-E shall be paid compensation for services performed prior to receipt of the written notice of the suspension from the County, together with any reimbursable expenses then due, if applicable.

If an extension of the suspension of a Task Order, work or Services is necessary, the extension must be evidenced by written modification to the pertinent Task Order(s) issued by the County. If the Task is resumed after being suspended for more than six (6) months, the A-E shall have the option to require that its compensation for the applicable Task Order(s), including rates and fees, be renegotiated.

Subject to the provisions of this Agreement relating to termination, a suspension of a Task Order does not void this Agreement. The County's right to suspend Task Order(s) is in addition to and not in substitution for the County's right to terminate this Agreement, as stated below.

8. Termination of Agreement

a. Termination by County Due to A-E's Default

(1) Notice: If A-E defaults in the performance of any authorized Task Order, work, Services or any material obligation of A-E under this Agreement and fails to correct such default (or if immediate correction is not possible, fails (in the opinion of the Director) to undertake effective action to correct such default) within thirty (30) days following receipt of written notice thereof from County, County may, without prejudice to any other rights or remedies it may have, cause further payment to be held in abeyance and/or terminate this Agreement by written notice to A-E specifying the date of termination. In the event of such termination by County, County may take possession of the work (all plans, specifications, drawings, any and all materials and equipment, which County has paid for whether delivered to the job site or on order by A-E and other data theretofore prepared by A-E with respect to this Agreement) at the job site and A-E's place of business.

(2) Obligations: In the event of termination for default, A-E shall turn over all documents, plans, specifications, and reports or data generated or in progress relative to this Agreement and all of the Work Product.

In the event of termination by County, A-E shall immediately advise County of all outstanding agreements, subcontracts, rental agreements, and purchase orders, which A-E has with others pertaining to performance of the Services under this Agreement, and furnish County with complete copies thereof.

Upon request by County, A-E shall assign County, in form and content satisfactory to the County, A-E's title to materials and equipment for the Services under this Agreement and those agreements, subcontracts, rental agreements, and purchase orders designated by County.

(3) Compensation Upon Termination: In the event of termination by County for default, A-E shall not be entitled to receive any further payment until the work specified in any uncompleted Task Order(s) is completed to the satisfaction of County. If the sum of the total cost to County of completing the work plus amounts previously paid to A-E for the work is less than the fixed price for that specified in the applicable Task Order(s), such excess shall be paid to A-E up to an amount sufficient to compensate A-E for the completed and satisfactory work. If the sum of the total cost to County of completing the work plus amount previously paid to A-E for the work exceeds the Task Order price for the completed work, A-E shall promptly pay the difference to County.

Additionally, the County may pursue any action available to it to obtain relief for actual damages suffered by reason of A-E's defaults, failures or breaches hereunder and the County may withhold any payments to the A-E for the purpose of set off or partial payments of the amounts owed the County.

b. Termination by A-E Due to County's Default

(1) Notice: If County defaults in the performance of any work, service and material obligation to be performed by County under the provisions of this Agreement, and fails to correct such default (or if immediate correction is not possible, fails to undertake effective action to correct such default) within thirty (30) days following receipt of written notice thereof from A-E, A-E may, without prejudice to any other rights or remedies it may have, terminate this Agreement by written notice to County specifying the date of termination. Upon such termination, the A-E may recover from the County full payment for all work or Services performed to the date of such termination and all reimbursable expenses, if applicable.

c. Termination for Convenience of County

Notwithstanding any other provision of this Agreement to the contrary, the County may, at any time, and without cause, terminate this Agreement in whole or in part, upon not less than 30 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 Services (including, but not limited to Task Order(s)) to be terminated. The 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. The County shall pay the A-E for the services completed prior to the effective date of the termination, and such payment shall be A-E's sole remedy under this Agreement. Under no circumstances will the 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. The A-E shall insert in all Team Member contracts and subcontracts that the Team Members or sub-contractors shall stop work on the date of and to the extent specified in a notice of termination, and shall require Team Members and sub-contractors to insert the same condition in any lower tier subcontracts.

d. Transfers on Termination

In the event of termination pursuant to any of the provisions of this Agreement, the A-E and the County shall forthwith return to the other all papers, materials and other properties of the other held by each. In addition, each party will assist the other in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible as may be necessary for the orderly, non-disrupted business continuation of each party. In the event A-E does not complete authorized but unfinished Task Orders upon the termination date, the A-E shall not be responsible for the services performed by others after termination of this Agreement, nor shall the A-E be responsible for the accuracy or workability of any incomplete plans, drawings or specifications prepared by the A-E.

9. Default and Remedies

a. Default by A-E

In the event (1) A-E fails to perform the Services required pursuant to this Agreement within the times set forth each Task Order; (2) A-E, or any employee or agent, Team Member or sub-contractor of A-E, wrongfully files or records a lien against any property of the County or any agent or employee of County; (3) A-E is declared to be bankrupt or insolvent, an assignment for the benefit of creditors is made by the A-E, the A-E files a voluntary petition in bankruptcy or insolvency, a receiver shall be appointed for A-E and such appointment or bankruptcy or insolvency proceedings, petition, declaration or assignment is not set aside within thirty (30) days; (4) any representation or certification made by A-E to the County shall prove to be false or misleading on the date said representation or certification is made; (5) a default shall be made in the observance or performance of any covenant, agreement or condition contained in this Agreement required to be kept, performed or observed by A-E; (6) any of the policies of insurance required to be obtained by A-E are canceled; or (7) A-E violates any laws, ordinances, rules, regulations, or orders of any public authority in the performance of its duties pursuant to this Agreement; then, provided the event as described above is not cured within thirty (30) days after written notice from the County to A-E is given, the County may declare the A-E to be in default under this Agreement and exercise any remedies available to it.

b. Default by County

In the event the County shall fail to perform its obligations pursuant to this Agreement after thirty (30) days written notice from A-E to the County is given, the A-E may declare the County to be in default hereunder and exercise any remedies available to it.

10. Force Majeure

The A-E shall not be responsible for damages during any delay beyond the time named for the performance of this Agreement for damages or delays in performance caused by an act of God, war, civil disturbance, labor dispute, strike, lockout, accident, or other cause or event beyond the reasonable control of the A-E, provided the A-E gives written notice of the cause of the delay to the County as soon as possible, however, not later than seven (7) calendar days of the start of the delay.

11. Consent to Breach Not Waiver

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. 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.

12. 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.

13. Non-Employment of County Personnel

A-E agrees that no full-time, regular employee of County who is involved in this Agreement shall be given or offered employment by A-E in a participatory status during the term of this Agreement regardless of the assignments said employee may be given or the days or hours employee may work. By accepting this Agreement, A-E agrees not to negotiate any employment opportunity with any County full-time, regular employee who is involved in this Agreement in professional classifications of the same skills required for the performance of this Agreement.

Nothing in this Agreement shall be deemed to make A-E, or any of A-E's employees or agents, the agents or employees of the County. A-E shall be an independent A-E 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 this Agreement which may appear to give OC Waste & Recycling 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.

14. Non-Employment of A-E Personnel during Agreement

County agrees that no full-time, regular employee of A-E or A-E's Team Members assigned to this Project shall be offered or given employment by County during the life of this Agreement and for a period of three (3) months after completion of this Project, unless County and A-E or A-E's Team Members mutually agree prior to any employment opportunities being discussed with the A-E's employee or A-E Team Members' employee.

15. License and Certificates

A-E and its Team Members and sub-contractors, if any, shall, at all times during the term of this Agreement, maintain in full force and effect such licenses or permits as may be required by the State of California or any other governmental entity. A-E and its Team Members shall strictly adhere to, and obey, all governmental rules and regulations now in effect, or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities.

16. Patent/Copyright Materials/Proprietary Infringement

A-E shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Agreement. A-E warrants that any materials and software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. A-E agrees that, in accordance with the more specific requirement contained herein, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

17. Compliance with Laws

A-E represents and warrants 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 services at the time services are provided to and accepted by County. A-E acknowledges that County is relying on A-E to ensure such compliance, and A-E agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

18. Errors and Omissions

All work performed by A-E shall be complete, accurate and consistent 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 work, the work will be returned to A-E for correction, which shall be made without additional compensation to A-E if necessary to correct errors for which A-E is responsible. 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 work shall not be used as a defense by A-E and A-E is not relieved of its responsibility for accuracy of its work.

County may, at its option, return the approved work for A-E to correct which shall be made without additional compensation to A-E if the necessary corrections are due to errors for which A-E is responsible, and/or County may, at its option, claim damages for breach of this Agreement. The foregoing notwithstanding, A-E's performance under this Agreement will be consistent with the norms for the profession and no other warranty is expressed or implied.

19. Indemnification and Insurance

Indemnification Provisions

A-E agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its 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 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.

Insurance Requirement

Prior to the provision of services under this contract, the A-E agrees to purchase all required insurance at A-E’s expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. The County reserves the right to request the declarations page showing all endorsements and a certified copy of the policy. In addition, all subcontractors performing work on behalf of A-E pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for A-E.

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 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.

If the A-E fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer: 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.

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

Coverage

Commercial General Liability

Minimum Limits

\$1,000,000 per occurrence

	\$2,000,000 aggregate
Automobile Liability including coverage 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 Insurance	\$1,000,000 per claims made or per occurrence
Environmental/Pollution Liability	\$1,000,000 per claims made or occurrence

Required Coverage Forms

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

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.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insured.
- A primary non-contributing endorsement evidencing that the A-E's insurance is primary and any insurance maintained by the County of Orange shall be excess and non-contributing.

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

All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange 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.

All insurance policies required by this Agreement shall give the County of Orange 30 day notice in the event of cancellation and 10 day notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

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.

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

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the A-E fails to provide the insurance certificates and endorsements within seven days of notification by County Procurement Office or the agency/department purchasing division, award may be made to the next qualified vendor.

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 Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

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 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.

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

20. Award of Construction Contract and Other Future Contracts

A-E is hereby informed that provisions of the Public Contract Code, the Political Reform Act of 1974, other statutes, regulations, and County policy prohibit the award of a construction agreement to an A-E or its Team Members who performed architectural-engineering or construction management services for Services performed under this Agreement as an impermissible conflict of interest. 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 the Services performed under this Agreement. This prohibition applies also to Team Members, sub-contractors, or parent company of the A-E, Team Member or sub-contractor that performed architectural-engineering or construction management services for this Agreement.

21. Entire Agreement

This Agreement, including all Exhibits, which are attached hereto and incorporated herein by this reference, contains the entire contract between the parties with respect to the matters herein and there are no exceptions, alternatives, substitutions, revisions, understandings, agreements, restrictions, promises, warranties or undertakings, whether oral or written, other than those set forth herein or referred to herein.

22. Amendments

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

23. Appropriation/Contingency of Funds

This Agreement is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Agreement. If such appropriations are not approved, this Agreement will be immediately terminated without penalty to the County.

24. Notices

Any notice required by this Agreement shall be deemed given by depositing said document in the United States Mail, duly registered or certified, return receipt requested, postage pre-paid, addressed to last known address of either party. Each party hereto shall give notice to the other pursuant to this Article when changing address. The present address of the parties hereto is:

COUNTY: Design of East Canyon Landslide Mitigation Measures at Frank R. Bowerman
Landfill
OC Waste & Recycling
300 N. Flower Street, Ste.400,
Santa Ana, CA 92703
Attn: Tatyana Gordin, Senior Project Manager

A-E : SWT Engineering
800-C South Rochester Avenue
Ontario, CA 91761
Attn: Michael Cullinane, President

25. Confidentiality

a. Work Product

“Work Product” as used in this Agreement includes all drawings, designs, specifications, computer database, and other incidental architectural and engineering work documentation, reports, and any other deliverables originating from the A-E its Team Members, suppliers, vendors, or sub-contractors associated with this Agreement.

b. Assurances

A-E shall assure County that the A-E and its Team Members, sub-contractors, and vendors shall hold confidential all portions of the Work Product, except as expressly authorized for release by the Director in writing. That portion of the Work Product originating from the A-E, its Team Members, suppliers, vendors, or sub-contractors shall not be released at any time or under any circumstances without the written permission of the Director.

c. Non-Disclosure

A-E shall not disclose any of the Work Product to third parties, except as may be necessary to perform the Services required hereunder and, in any event, A-E shall take all reasonable measures to protect the propriety, secrecy and confidentiality of the Work Product. A-E is authorized to make such Work Product disclosures on a “need to know” basis as may be necessary for the performance of work by its Team Members and sub-contractors. A-E shall assure County that all A-E, Team Members’ and sub-contractors’ contracts issued or prepared by A-E or prepared by County with A-E’s assistance shall contain this confidentiality requirement.

d. Non-Utilization

A-E understands and agrees that it is County that is so entitled to be safeguarded and protected by the confidentiality of the Work Product, which it has commissioned under this Agreement. A-E unqualifiedly agrees warrants and represents that it will not utilize or disclose any aspect of the Work Product as defined herein to others for any purpose, except as specifically described herein.

26. Independent A-E

The A-E and Team Members shall be and act at all times during the term of this Agreement as an independent A-E vis-à-vis the County and shall not be, nor shall the A-E be construed in any manner as being, an agent, employee or officer of the County. The A-E shall solely be responsible for the Services performed under the terms of this Agreement. The County shall look to the A-E for results only. The A-E shall assume full responsibility for payments on account of itself of Federal, State and local taxes or contributions imposed or required under the Social Security, Workers’ Compensation and applicable income and employment tax laws. In this regard, the A-E certifies to the County that it is aware of the laws of the State of California requiring the self-employed to be insured against liabilities and shall comply with such laws during the term of this Agreement. Nothing contained herein shall be construed as creating the relationship of employer/employee or principal/agent.

Nothing in this Agreement shall be deemed to make A-E, or any of A-E’s employees, Team Members or agents, the agents or employees of County. A-E and Team Members shall be an independent A-E 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 this Agreement which may appear to give OC Waste & Recycling 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.

27. No Additional Compensation for Deficiencies

Notwithstanding anything contained in this Agreement to the contrary, no compensation shall be paid to or claimed by the A-E for additional work required to correct deficiencies in any documents prepared by or on behalf of the A-E, or attributable to defaults, failures, errors or omissions of the A-E, or conflicts in the documents attributable to the A-E, or changes in any Task Order requested by the A-E, unless previously approved by the County.

28. Books, Records and Audit

The A-E shall keep complete and detailed books and records relating to all Task Orders. These books and records shall be retained by the A-E at its head office for a period of at least three (3) years after the termination of this Agreement. If there is a dispute between the A-E and the County, the books and records shall be retained until the dispute is finally settled. The County shall have the right at all reasonable times to audit the books and records. If such audit discloses that the A-E has charged and received more than it was entitled hereunder, the A-E shall immediately reimburse the County for the excess amount received, together with interest thereon at the rate of one percent (1%) per month but not-to-exceed the legal rate allowed by law accruing from the date such excess amount was received until repayment thereof.

A-E agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of A-E for the purpose of auditing or inspecting any aspect of performance under this Agreement. The inspection and/or audit will be confined to those matters connected with the performance of this Agreement including, but not limited to, the costs of administering this Agreement. The County will provide reasonable notice of such an audit or inspection. A-E agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, A-E agrees to include a similar right to the County to audit records and interview staff of any Team Member or sub-contractors related to performance of this Agreement.

The County reserves the right to audit and verify the A-E's records before final payment is made.

Should the A-E cease to exist as a legal entity, the A-E's records pertaining to this Agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the PM.

29. Prevailing Wage (Labor Code § 1773, 1775, 1813)

As applicable, the A-E shall be aware, make its Team Members and sub-contractors aware of and comply with the provisions of Sections 1773, 1775, and 1813 of the Labor Code. All workers, as classified by the provisions of the Labor Code, employed by the A-E or its Team Members, sub-contractors and/or A-E for any Services under this Agreement or by any Team Members doing or contracting to do any part of the Services under this Agreement, shall be paid prevailing wages as required by the above statutes, if and as applicable.

Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the A-E shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this contract. The rates are available from the Director of the Department of Industrial Relations at the following website: http://www.dir.ca.gov/DLSR/statistics_research.html

The A-E shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The A-E shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

30. Non-Discrimination

The A-E shall comply with all Federal and State laws relating to civil rights. In the performance of the terms of this Agreement, A-E shall not engage in discrimination in the employment of persons because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sex of such persons, except as provided in Section 12940 of the California Government Code, and every A-E in violation of this provision may result in the imposition of penalties referred to in California Labor Code Section 1735 or other applicable State and Federal regulations.

31. County Child Support Enforcement

In order to comply with child support enforcement requirements of County, within 30 days of the Effective Date of this Agreement, A-E agrees to furnish and require all Team Members to furnish to the Director a fully completed and executed certification in the form of Exhibit D. It is expressly understood that this data will be transmitted to government agencies charged with the establishment and enforcement of child support orders, and for no other purposes.

Failure of the A-E and Team Members to timely submit the data and/or certification 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 this Agreement. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of this Agreement.

32. Employee Eligibility Verification

The A-E warrants that it and all Team Members and sub-contractors 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. The 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. The A-E shall retain all such documentation for all covered employees for the period prescribed by the law. The 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 the 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.

33. Governing Law and Venue

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, without reference to conflict of law's provisions. 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. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another venue.

34. Contract Construction

This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. 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 being encouraged and given the opportunity to do so. 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. 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. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties and this Agreement.

35. Declared Emergency

In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Agreement may be subjected to unusual usage. A-E shall service the County during such an emergency or declared disaster under the same terms and conditions that apply

during non-emergency/disaster conditions. The pricing quoted by A-E shall apply to serving the County's needs regardless of the circumstances. If the A-E is unable to supply the goods/services under the terms of this Agreement, then the A-E shall provide proof of such disruption and a copy of the invoice for the goods/services from the A-E's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the A-E shall show both the emergency purchase order number and the contract number.

36. Sustainability

The County desires to further its commitment to sustainability through encouraging our vendors to adopt this business philosophy. Improving energy efficiency is a first step toward achieving sustainability in buildings and organizations. Energy efficiency helps control rising energy costs, reduces environmental footprints, and increases the value and competitiveness of the vendors. This means getting the most out of every single unit of energy, water, materials, and resources used in their business. Green concepts and practices the A-E should consider for the day-to-day operations include the following:

- Develop a plan for sustainability.
- Retrofitting current systems/buildings for increased energy efficiency.
- Selecting energy efficient products and technologies for buildings.
- Exploring renewable energy services,
- Understanding efficient water solutions.
- Reducing your organization's carbon footprint.
- Utilize green suppliers/vendors.
- Attending energy efficient and sustainability events and associated programs.
- Recycling and resource recovery.
- Diversion and reuse.

The A-E should consider sustainability for incorporation into their work product. Sustainability objectives should be identified by the A-E for use as a basis for its design. These sustainability objectives should then be reviewed by the A-E with OC Waste & Recycling for each individual project undertaking.

- Use of recycled products.
- Reuse on-site materials where available.
- Utilize green sub-A-E.
- Identify and utilize energy efficient products.
- Minimize use of raw materials/products.
- Establish a life cycle costing methodology for projects.
- Cost and value appropriately sustainability options.

37. Change of Ownership

A-E agrees that if there is a change or transfer in ownership 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 complete them to the satisfaction of County.

38. 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.

39. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

40. Calendar Days

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

41. Attorney 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.

42. Waiver of Jury Trial

To the extent enforceable under California law, 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.

43. Authority

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.

IN WITNESS WHEREOF, County and A-E have executed this Agreement on the dates opposite their respective signatures.


COUNTY OF ORANGE

Date 9-10-13

By [Signature]
Chairman, Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 70-1535. ATTEST:

Date 9-10-13

By [Signature] 
Clerk of the Board of Supervisors
Of Orange County, California

A-E FIRM

Date 8-15-13

By [Signature] Michael A. Cullinane, P.E.
Signature and Title* President

Date 8-15-13

By [Signature] Richard M. Genzel, P.E.
Signature and Title* Secretary

APPROVED AS TO FORM:

County Counsel

Date 8.16.13

By [Signature]
Deputy

* Unless otherwise demonstrated that the person(s) executing this Agreement on behalf of A-E has the requisite authority to legally obligate and bind A-E, if A-E is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

**EXHIBIT A
SCOPE OF SERVICES**

**DESIGN OF EAST CANYON LANDSLIDE MITIGATION MEASURES AT
FRANK R. BOWERMAN LANDFILL**

INTRODUCTION

The scope of services for this Agreement includes the preparation of construction drawings, technical specifications, design calculations, geotechnical engineering, hydrology and hydrogeology, biological mitigation, construction cost estimates, and providing design support services during the construction of the landslide mitigation measures project at Frank R. Bowerman Landfill (FRB). In addition, design service of a lined landfill cell outside the area impacted by the landslide mitigation project may be needed to provide additional landfill airspace. The Architect/Engineer (A/E) Team, hereinafter referred to as the Team, shall provide these Architect/Engineer (A/E) Services. The Team shall provide design support for civil services and environmental permitting support as required.

The Team shall work under the general supervision of the OC Waste & Recycling Project Manager located at the FRB site. All of the Team activities will be performed from their respective offices, except construction support to be performed at the FRB site. Any interface with other County agencies, regulatory agencies or other interested parties will be coordinated with the OC Waste & Recycling Project Manager.

TASK 1 REVIEW EXISTING DATA

The SWT Team will collect and review existing information pertaining to the project. Potential sources of information include the following:

- ◆ As-built documents (including AutoCAD files), geological maps, hydrogeological reports, geotechnical site investigation and analysis reports, including slope stability evaluation reports.
- ◆ Review East Flank construction schedule for potential items to be eliminated because of East Canyon construction.
- ◆ Historical landslide monitoring data.
- ◆ Past seismic hazard evaluations and design ground motions.
- ◆ Planning-related constraints as contained in CEQA and NCCP documents.
- ◆ Historical aerial photographs of the site.

- ◆ Facility permits including waste discharge requirements (WDR), solid waste facility permit (SWFP), and anticipated U. S. Army Corps of Engineers and California Department of Fish and Game permits.

There is no deliverable associated with this task.

Task 1.1 Design Basis Memorandum

As part of this initial task, the geotechnical design criteria for this project will be established. These criteria will be documented in a Draft Design Basis Memorandum (DBM) that will be prepared by the Team member Geosyntec. The Draft DBM will be finalized based on SWT and OC Waste & Recycling review comments, and submitted to regulatory agencies by OC Waste & Recycling for concurrence. Two technical exchange meetings are planned as a part of this task. The first meeting will be internal (OC Waste & Recycling and SWT team staff). The second meeting will be between OC Waste & Recycling, SWT team staff and regulatory agencies representatives.

Geosyntec assumes that their lead geotechnical engineer and engineering geologist will attend two half day meetings as part of the development of the DBM. The deliverable for this task is the design basis memorandum.

Task 1.2 Develop Preliminary Geologic Model

Based on Task 1 detailed review of geological, hydrogeological, and geotechnical information, including inclinometer readings, a preliminary geologic model of the landslide complex will be developed. This model will include a best estimate of the basal shear surface(s), perched, and static groundwater water levels, and direction of movement. This preliminary model will serve as a basis for identification of data gaps and subsequent field investigation and will be shared with OC Waste & Recycling and SWT.

Task 1.3 Identify Data Gaps

Based upon evaluation of the preliminary geologic model, data gaps will be identified by the Team. Geosyntec will prepare a memorandum documenting the data gaps and the plan for the proposed field investigation to close these gaps. Geosyntec's lead geotechnical engineer and lead engineering geologist will meet with OC Waste & Recycling and SWT to discuss these data gaps and the plan for the subsequent field investigation.

TASK 2 GEOTECHNICAL ENGINEERING

The focus of the geotechnical program will be to evaluate and design stable temporary and final cut and fill slopes for the landfill expansion in the northern portion of the site. The area addressed will include the portions of the site identified as the North Landslide Complex and the East Canyon Landslide. This work will be conducted with the ultimate goal of allowing for development of a landfill cell in the VIIIA/VIIIB area.

Task 2.1 Geologic Mapping

As part of this task Geosyntec will conduct geologic site reconnaissance and geologic mapping (in accordance with California Department of Mines and Geology guidance) to further refine the geologic understanding of the project area, with a focus on identifying low-strength layers that may potentially impact the design of the landslide mitigation and future liner area. Geosyntec is

already familiar with the site geology and has compiled a geologic map and geologic cross-sections that build upon existing data, thus we anticipate only limited additional geologic mapping to be performed to fill existing data gaps.

This geologic mapping effort will focus on North Landslide Complex (NLC), East Canyon Landslide (ECL), and East Flank Landslide (EFL) areas. The geologic maps prepared as part of this task will be included in the Geotechnical report prepared as part of Task 2.11.

Task 2.2 Hydrogeology

As part of this task, Geosyntec will develop a hydrogeologic model of the site using available information and information gathered as part of the field investigation. While the groundwater regime within this area of the site is assumed to be complex and consist of significant perched zones, Geosyntec will attempt to construct a model of the site using contouring and the use of the 2D finite element model Seep/W. A single Seep/W cross section will be prepared. Transient seepage analyses will then be conducted to evaluate the potential for dewatering and the effect of this dewatering on temporary and permanent stability configurations. The results of these evaluations will be documented in the Geotechnical Report.

Task 2.3 Subsurface Exploration

The subsurface investigation will include geotechnical borings in support of conceptual and final design for the landslide buttress and liner area. Samples will be collected to identify structural orientation at depth and assessing weak planes or discontinuities orientations (including faults, fractures and bedding). In-hole geophysical testing will be conducted in selected borings to assess materials properties (i.e., shear wave velocities, acoustic or optical televiewer). Piezometers, Inclinometers or Time Domain Reflectometers (TDRs) will be installed in selected borings. Additionally, seismic wave velocity suspension logging will be conducted through the landslide mass. The purpose of this logging is to provide a basis for shear wave velocity estimates. These estimates will be used in the site response analysis and for rippability assessment.

Geosyntec's currently assumed scope of work for the field investigation, for the purposes of our cost estimate, includes:

- ◆ Up to 1,000 feet of HQ rock coring, with installation of nested vibrating wire piezometers and slope inclinometer casing (Geosyntec will inform OC Waste & Recycling of core storage location);
- ◆ Borehole geophysics (acoustic televiewer and shear wave velocity measurements at up to 5 locations);
- ◆ installation of up to three TDRs (including TDR sensor cables and Automated Data Acquisition System, ADAS);
- ◆ Rock coring, borehole geophysics and instrumentation installations will be performed with full-time oversight of a staff geologist.

The final scope of work for this task will be established based upon the results of the work conducted in Task 1. Geosyntec's cost provided under this task includes both Geosyntec labor and subcontractor labor and expenses for the assumed scope.

The results of the subsurface exploration (including detailed logs, tables and figures) will be presented in a geotechnical design report. The draft of the Geotechnical Report will be submitted to SWT and OC Waste & Recycling and finalized based on SWT and OC Waste & Recycling's review comments.

Geosyntec is assuming that OC Waste & Recycling Operations will be able to assist with drilling pads preparation and exploratory trenches at a mutually agreed schedule.

Task 2.4 Geotechnical Laboratory Testing

Geotechnical laboratory testing will be performed for further Geotechnical Analyses. The purpose of geotechnical laboratory testing will be further refining the understanding of engineering properties of subsurface materials required for slope stability evaluation and to evaluate the suitability of these materials as borrow for landfill construction (i.e., low permeability layer, daily or final cover soils). The results of the geotechnical laboratory testing will be presented in a geotechnical design report.

Geosyntec's scope of work under this task will include coordination with the testing laboratory.

Task 2.5 Seismic Hazard Evaluation and Development of Design Ground Motions

Geosyntec will update the existing seismic hazard analysis for the site. The update is required as the magnitude of the controlling fault (San Joaquin Hills Blind Thrust) has recently been updated. The update will entail establishment of updated acceleration response spectrum for the site, significant duration of strong ground shaking, and design acceleration time histories (accelerograms) that conform to these parameters. The design acceleration time histories will serve as an input into the site response analysis and subsequently into the seismic deformation analyses.

The results of the seismic hazard analysis will be presented in a geotechnical design report.

Task 2.6 Site Response Analysis

The seismic hazard parameters (Peak Horizontal Ground Acceleration, significant duration of strong ground shaking, and acceleration response spectra) will be developed for level ground and "weak rock" conditions at the site. The landslide deposit and waste mass (waste fill) have different geometry, lower stiffness and material properties than "weak rock" and hence modify design ground motions. This is accounted by site response analysis.

Geosyntec will perform a series of three site response analyses to account for local site conditions. The results of site response analyses will serve as a basis (input to) seismic deformation analyses.

The results of the site response analysis will be presented in a geotechnical design report.

Task 2.7 Slope Stability Evaluations

Geosyntec will perform a series of slope stability evaluations. These evaluations will include back-analyses of existing configuration to evaluate shear strength parameters of basal surface, including listric surfaces that are within the global failure mass, and forward analyses for various stages of site development. Both the back and forward analyses will be conducted to account for the past and design seismic loading. The forward analyses will further be conducted to evaluate landslide mitigation measures, including staged construction. Up to three iterations (grading plan configurations) will be evaluated as a part of this task at the 30-, 60-, 90-, and 100-percent design submittal levels (a total of 12 iterations).

The stability evaluations will be performed in both two and three dimensions (2-D and 3-D). The 3-D evaluations will be performed by the means of a program which allow for direct input of surfaces (e.g., basal surfaces and grading plans) over a relatively large area. The 2-D analyses will be used mostly for quality control, but also for development of landslide mitigation and construction measures (e.g., slot cut evaluation).

Grading modifications will be performed the updated stability analysis. This information will be provided in a form usable directly in the 3-D analyses. This will require close coordination between Geosyntec's engineers and SWTs drafters.

The seismic stability demonstration will be performance-based. Geosyntec will draw from the results of site response analysis to evaluate maximum permanent seismic deformation of sliding mass.

The results of the stability evaluation will be presented in a geotechnical design report.

Task 2.8 Settlement Evaluation

The magnitude of settlement induced by ultimate landfill development, if judged to represent an impact on the proposed liner system by the designer or the regulatory agency, will be evaluated under a different contract (unless budget allows within this contract).

Task 2.9 Inclinometer Monitoring

Geosyntec will monitor inclinometers installed during the field investigation conducted under Task 2.3. Geosyntec's engineers will visit the site up to one day (8 hours) per month and conduct manual inclinometer readings. Data will be processed and reports prepared for each monitoring event. These reports will be included in the geotechnical design report and will serve as an essential input into numerical modeling.

Task 2.10 Numerical Modeling

Numerical modeling will be performed to allow for the most economical landslide deposit mitigation and landfill design. This modeling, referred to herein as "FLAC modeling" after the computer program that will be used, allows for incorporation of direct inclinometer readings and nonlinear soil models. This in turn allows for less conservative back analysis of shear strength parameters as the back analysis is based on the actual amount of measured displacement (not on "failure" of infinite intensity) and it allows for modeling of actual soil behavior which includes both peak and residual shear strength. This is a significant advantage with respect to the

conventional analysis which allows only for evaluation based upon residual shear strength parameters.

The numerical modeling will be used for: (i) back analysis; (ii) forward analysis; and (iii) construction monitoring. The results of this modeling will allow for optimization of construction slot cut width in near-real time, based upon comparison of observed displacements (inclinometers) and calculated anticipated displacements.

Geosyntec will develop three FLAC models. The first model will be developed to evaluate the “as-is” conditions; the second model will be developed to simulate site conditions upon completion of excavation of the neighboring cell; the final (third) model will be developed for optimization of slot cuts and monitoring of excavation.

The results of numerical modeling will be presented in a geotechnical design report, to be included in the Basis of Design Report.

Task 2.11 Geotechnical Report

Geotechnical and geological findings described in the tasks above will be documented in a draft geotechnical report. The draft geotechnical report will be finalized based on SWT and OC Waste & Recycling review comments, and included in the “Permit Document” design report submittal prepared by SWT under Task 5.2. The final geologic model will be provided as part of the final deliverable.

TASK 3 HYDROLOGY AND DRAINAGE DESIGN

The SWT Team will utilize the existing drainage evaluation performed by Geosyntec along with the Orange County Hydrology Manual to prepare design hydrology for hydraulic calculations for both temporary and permanent drainage systems for the Design of the East Canyon Landslide Mitigation Measures at the Frank R. Bowerman Landfill. Should it be necessary to model more complex hydraulic structures, HEC-HMS for the determination of peak flows and HEC-RAS for the determination of transitional flow depths both within the back-cut and stockpile areas will be utilized. SWT will use County standard details where applicable.

Sequencing of Phases VIII and IX, hydrologics\hydrogeology, will be completed to support interim drainage features that will protect these phases. These analyses will be included in the design report package to gain agency approval.

Interim drainage systems and lined storm water basins will be evaluated as appropriate. If there is any system not yet constructed as part of the East Flank construction that can be eliminated, it will be brought to the County’s attention.

SWT Engineering is responsible for all work conducted under Task 3.

TASK 4 GRADING AND IMPROVEMENT PLANS

Task 4.1 East Canyon Landslide Mitigation Measures - Grading and Drainage Plans

A preliminary grading plan will be presented to OC Waste & Recycling. Preliminary earthwork volume estimates for excavation, buttress excavation/keyway, earth buttress will be performed. A

Preliminary Engineering Cost Opinion for the preliminary grading plan will be prepared for discussion with OC Waste & Recycling Management Staff.

The Team will prepare the 30-, 60-, 90-, and 100-percent design submittals. Since time is of the essence to complete this design, the 30- and 60-percent submittal will be a design review meeting versus a formal hard-copy submittal. Key issues will be identified ahead of the meeting and decisions documented in the meeting minutes. The County will provide a draft of the meeting minutes to concur on the decisions. AutoCAD and associated engineering software will be used to develop the final grading plans and estimates of the volumes of excavation and stockpile fill will be provided.

The grading plan will be developed based on the preliminary grading plan and the results of the geotechnical investigation, slope stability analyses and slope stabilization design. Drainage structures will be developed and designed based on the hydrology and hydraulic calculations discussed under Task 3. Grading details, for benches, subdrains, interceptor ditches, bench inlets and downdrains will be developed. The grading plans will include survey control, fill/cut boundaries, location of subdrains, and delineation of grading areas and slope stabilization areas. Details and construction sequencing for slope stabilization measures will also be developed (buttress\keyway excavation and sub-drains, earth buttress, backfill for base liner area, etc.).

The construction drawings will include, at a minimum, the following drawing sheets for the Design of East Canyon Landslide Mitigation Measures:

- ◆ Cover Sheet;
- ◆ Site Location and Map;
- ◆ Back-Cut and Buttress Key Excavation Plan – Includes Back-Cut and Buttress Key Drainage System;
- ◆ Buttress Fill Plan;
- ◆ Stockpile Grading and Drainage Plans;
- ◆ Stockpile Drainage and Erosion Control Plan;
- ◆ Biological/Environmental Mitigation Plan;
- ◆ Buttress and Back-Cut Detail Sheets;

Project Specifications will include, at a minimum, the following specification sections in four-part CSI format:

Section 2A Mobilization

Section 2B Construction Support Tasks

Section 2C Clearing and Grubbing Demolition/Salvage

Section 2D Earthwork

Section 2E Buttress Drain\Horizontal Drilling/Horizontal Drains

Section 2F Miscellaneous Civil and Drainage Improvements

Section 2G Erosion Control Improvements

Section 2H Biological\Environmental Mitigation

The drawings will be prepared in a digital format by AutoCAD to a scale of 1" = 50' (minimum). A disk copy of the drawing files will be supplied to OC Waste & Recycling with representative hard copy drawings of their content upon completion of the 100-percent drawing submittal.

An area for construction of a lined cell will also be designated within the construction drawing set, with the size and configuration based on site refuse volume needs as discussed with OC Waste & Recycling.

Task 4.2 Conceptual Grading Plan for Phase VIII and IX Development Conceptual Excavation and Refuse Fill Grading Plan

Based on the geotechnical evaluation of the proposed Phase VIII and IX liner area, SWT will meet with OC Waste & Recycling to establish parameters for required phase airspace for the grading plan. Based on the established parameters, SWT will provide OC Waste & Recycling with an excavation plan with benching for drainage control and ultimate master plan perimeter drainage system for the Phase VIII and IX Groundwater Protection System development. Cross sections of the excavation plan in the landslide areas will be developed and provided to Geosyntec for stability evaluation and potential phase-specific remediation measures. The refuse fill plan will be modified for the Phase VIII and IX Groundwater Protection System development area after the preliminary excavation plan work is approved. The results of the iterative cut slope, liner, and refuse fill plans may also require changes to the proposed liner design and landslide stability mitigation.

SWT will identify the proposed structures to be built as part of the East Flank project that will be impacted\demolished as part of the East Canyon construction. SWT will work with the County, Construction Manager and the East Flank designer to either eliminate construction items to be impacted or try to select a cheaper temporary solution for the interim condition.

Task 4.3 Conceptual Landfill Gas System for Phase VIIIA

SWT will develop a conceptual landfill gas collection system. This will include tying into the existing header system at the easterly and westerly sides of Phase VIIIA. SWT will also look at the existing horizontal collectors from Phase VIIA and VIIB to see if they can be extended to join with the new proposed header. SWT will review the conceptual layouts with the County. Once the conceptual plan is concurred upon, the header system construction will be included with the Phase VIIIA liner project. It is assumed that the County's O&M contractor will adjust the interim collection system so that the construction of the VIIIA liner can be completed.

Task 4.4 Construction Plans for Phase VIIIA Liner System

The construction bid documents will be used to solicit competitive bids for the FRB Landfill East Canyon Landslide Mitigation Measures and Phase VIIIA Liner construction. The construction document package will include, at a minimum, the following:

- ◆ Construction Plans and Details;

- ◆ Technical Specifications, including Construction Quality Assurance (CQA) Plan; and
- ◆ Bid Schedule.

Construction Drawings

The construction drawings will include, at a minimum, the following sheets showing the proposed design features of the Phase VIIIA Liner:

- ◆ Liner Subgrade Plans/Subdrain system;
- ◆ Liner System Grading Plan;
- ◆ LCRS Collection System;
- ◆ Perimeter Drainage and Erosion Control Plan;
- ◆ Liner System Details;
- ◆ Liner System Join Details and Cross Sections.

SWT will complete the construction drawings for the construction of the East Canyon Landslide Mitigation Measures Drawings and Phase VIIIA Liner system. The final construction-level design plans for the Phase VIIIA refuse disposal area (Liner Construction Drawings) within the East Canyon Landslide Mitigation Measures Drawing set will be prepared as outlined below:

Plan Review

SWT will submit the plans and specifications to OC Waste & Recycling and Geosyntec for review and comment at the 30-, 60-, 90-, and 100-percent complete design stage. The 90-percent submittals will also include material quantity take-offs, technical specifications, engineer's cost estimate, and a bid schedule.

Phase VIIIA Liner System

Plan sheets will consist of a subgrade plan for a low-hydraulic conductivity layer which will include the subdrain system. There will also be a high-density polyethylene (HDPE) subgrade plan which will show the LCRS system components along with the anchor trench location. Detail sheets will also be provided. Details of the design including cross sections will be shown enlarged on the detail sheets and will be cross-referenced to the plans. The drawings will be prepared in a digital format by AutoCAD to a scale of 1" = 50' (minimum). A disk copy of the drawing files will be supplied to OC Waste & Recycling with representative hard copy drawings of their content. It is estimated that approximately 20 sheets will be necessary to prepare the FRB Landfill Phase VIIIA Liner construction bid documents.

Deliverables

- ◆ Two copies of 30-, 60-, 90-, and 100-percent level sets of the construction plans and details.

Task 4.5 Constructability Review

Team member Geosyntec will provide constructability review of the bid documents prepared by SWT (Construction Drawings, Technical Specifications, Engineer's Cost Estimate and Construction Bid Schedule). The constructability review will include the following:

- ◆ Identify incomplete or missing information (if any) necessary for bidding and constructing the work;
- ◆ Identify potential conflicts (if any) within the construction documents;
- ◆ Provide an opinion with respect to the ease with which the design may be constructed;
- ◆ Submit a memorandum to SWT and OC Waste & Recycling regarding the findings of the constructability review.

This constructability review will be conducted at the 90% design.

Final Construction Drawings, Technical Specifications, Engineer's Cost Estimate and Construction Bid Schedule

SWT will finalize the Construction Drawings based on OC Waste & Recycling review comments from the 90-percent submittal. Technical or Special Provisions of the Specifications for Phase VIIIA Liner and East Canyon Landslide Mitigation Measures will also be finalized. These documents will be provided to OC Waste & Recycling for inclusion into the County's standard bid documents. The Special Provisions will be suitable for competitively-bid construction and will be compiled in conjunction with OC Waste & Recycling requirements and submitted in a format acceptable for incorporation into the OC Waste & Recycling standard contract bid document to be distributed to contractors. The Specifications will be provided in Microsoft Word for Window's format.

Deliverables

- ◆ One original mylar set of signed and stamped 100-percent final construction plans and details and one copy on computer disk, AutoCAD format (Release 2012 version).
- ◆ Two sets of the final construction plans and details incorporating OC Waste & Recycling comments.
- ◆ Two copies of the technical specifications, including the CQA plan and bid schedule.
- ◆ Two copies and one photo-ready copy of the final Bid Documents.

SWT will prepare an Engineer's Cost Estimate and Construction Bid Schedule to assist OC Waste & Recycling with soliciting bids for the Phase VIIIA Liner construction project.

Deliverables

- ◆ Engineer's Cost Estimate

Task 4.6 Soil Management Plan

Develop a soil management plan that provides stockpiling for any excess soil from Phases VIIIB and IX. This management plan should consider daily and final cover requirements along with access to borrow for operations use. Soil should be available to operations from Phase IX or stockpile after and during Phase VIII construction.

Task 4.7 Access Road Development

Access road construction will be developed and included as part of the construction of the Phase VIIIA Liner project. This plan should consider refuse disposal access for Phases VIIIA and VIIB and potentially Phase IX, if appropriate. Access should also be considered for operations to pull daily cover from the appropriate sources as discussed in Task 4.5.

TASK 5 DESIGN REPORTS

To accompany the 30-, 60-, 90-, and 100-percent submittals, the Team will prepare basis of design reports documenting the results of analyses performed during design of the East Canyon Landslide Mitigation Project. Additionally, the Permit Document – Design Report for Groundwater Protection System – Composite Liner Construction Project will be prepared Preliminary Technical Design Memorandum

Task 5.1 Design Report East Canyon Landslide Mitigation Construction Project

The preliminary grading plan (30-percent) submittal will be accompanied with the Technical Design Memorandum. This document will include, at a minimum:

- ◆ Preliminary design criteria;
- ◆ Geotechnical investigation results; and
- ◆ Quantity estimate.

The design basis memorandum prepared by Geosyntec will be incorporated by SWT into the deliverable for this task. SWT will be responsible for preparing other items under this task.

60-Percent Basis of Design Report

The 60-percent submittal will accompany the Basis for Design Report. This document will include:

- ◆ Design criteria;
- ◆ An outline of technical specifications;
- ◆ Quantity estimate;
- ◆ Preliminary cost estimate; and
- ◆ Schedule.

The Team will develop an Engineer's Cost Opinion. The Engineer's Cost Opinion will be based on material quantities calculated from the construction drawings and unit prices obtained from industry sources, recent bid awards at the landfill, and the Team's experience. The Engineer's estimate will also include the cost of CM and QA/QC services, to be procured separately.

It is anticipated that this 60-percent Design Report will be prepared entirely by SWT Engineering.

90-Percent Design Report

The 90-percent Design Report will include results of the field exploration and laboratory testing work, slope stability analyses for the backcut slopes, and design calculations for the slope stabilization measures and surface-water drainage controls and hydrology. Design computations will be included in appendices to each design report. This document will include, at a minimum:

- ◆ Design criteria;
- ◆ Geotechnical investigation results;
- ◆ Engineering calculations;
- ◆ Proposal, supplementary conditions and special provisions;
- ◆ Technical specifications;
- ◆ Quantity estimate;
- ◆ Cost estimate; and
- ◆ Schedule.

The 90-percent submittal Design Report will include bid document and technical specifications.

Geosyntec's draft Geotechnical Design Report will be included as an appendix to this 90-percent design report. Additionally, Geosyntec will perform a review of the technical specifications and prepare a CQA at this project stage. This 90-percent design will also document stability calculations conducted for the liner system of the proposed lined cell. The remainder of this report will be prepared by SWT Engineering.

Final (100-Percent) Design Report

The final bid document submittal will be provided for final review and approval. It will be submitted in electronic and as reproducible formats. Geosyntec's final geotechnical design report will be included in this submittal.

Task 5.2 Permit Document – Design Report for Groundwater Protection System – Composite Liner Construction Project

The Design Report for Groundwater Protection System – Phase VIIIA Composite Liner Construction Project will include the, at a minimum, following elements:

Design Calculations

SWT will prepare design calculations to support the configuration of the refuse disposal area containment system. These calculations include the following:

- ◆ Cushion geotextile calculations;

- ◆ Leachate conveyance capacity calculations to demonstrate that the specified drainage layer satisfies minimum performance standard;
- ◆ Leachate piping strength and conveyance capacity calculations to demonstrate that the leachate collection and transfer pipes are properly sized;
- ◆ Liner earthwork calculations.

Deliverables

- ◆ The design calculations will be included in the Design Report Package (DRP).

Design Report Package (DRP)

SWT will prepare a DRP of the design plans and specifications for the proposed construction area incorporating, at a minimum, the following information:

- ◆ Design rationale;
- ◆ Design criteria;
- ◆ Design calculations;
- ◆ Construction drawings;
- ◆ Construction specifications;
- ◆ Construction Quality Assurance Plan;
- ◆ Interim refuse grades (based on SWT Conceptual Fill Plan);
- ◆ Projected site life, including a draft Project Construction Schedule; and
- ◆ Updated Site Development Schedule will be developed which includes future liner phases.

A meeting with OC Waste & Recycling to discuss the Draft Design Report will be held. The final DRP will be transmitted to OC Waste & Recycling for submittal to the Regional Water Quality Control Board. SWT will also attend a submittal meeting with the Regional Water Quality Control Board.

Deliverables

- ◆ Draft DRP; and
- ◆ Final DRP incorporating OC Waste & Recycling comments.

Construction Drawings and Specifications

Construction drawings and Construction specifications, prepared under Task 4.0 – Grading and Improvement Plans will be utilized for DRP preparation and submittal.

Slope Stability Analysis (Prepared by Geosyntec)

The slope stability analyses prepared under Task 2.0 – Geotechnical Engineering and landslide stabilization will be incorporated into the DRP. Slope Stability Analysis for the ultimate refuse fill configuration for the liner phase will also be required as part of the DRP. It is anticipated that the Slope Stability analysis will be a separate appendix submitted as Volume 2 of the DRP.

CQA Plan Preparation (Prepared by Geosyntec)

A liner CQA Plan will be prepared for the Phase VIIIA Composite Liner Construction Project. The Phase VIIIC CQA Plan will be used as the basis for the Phase VIIIA CQA Plan and will be modified to account for any necessary changes observed during the Phase VIIIC development. The CQA Plan includes procedures to obtain test results and inspection observations in order to evaluate whether the final product is completed in compliance with minimum regulatory standards and the approved design. The CQA Plan will conform to all State regulatory requirements.

SWT assumes that the low permeability source for Phase VIIIC will be the same for Phase VIIIA and that no additional approval of the material source or test pad is required.

TASK 6 BIOLOGICAL MITIGATION AND PERMITTING

Based on the design of the mega landslide stability fill\buttress and excavation resource impact should be evaluated. Based on the resource impact, mitigation and permitting strategy should be developed as necessary.

TASK 7 PERMITTING

Task 7.1 Regulatory Agency Coordination

Coordination with regulatory agencies as necessary to attain approval of the Design Report for the construction of Phase VIIIA; presentation of design reports or other required agency submittals and regulatory meetings.

Task 7.2 JTD Amendment

Prepare a JTD amendment to support the final buttress and excavation remediation plan along with the revised configuration of Phases VIII and IX. Amend the appropriate tables, figures, and text. Prepare a draft amendment for OC Waste & Recycling staff for review. Once review comments are incorporated, provide a draft amendment to the regulatory agencies. Geosyntec will provide to SWT the JTD sections (including figures and tables) related to Geology and Geotechnical Engineering (i.e., Section D).

TASK 8 CONSTRUCTION ENGINEERING SUPPORT

The SWT Team will provide construction engineering support consistent with the OC Waste & Recycling requirements for the project, which will include the following subtasks:

Task 8.1 Attend Meetings During Construction

Pre-Bid Meeting and Job Walk

SWT Team Staff (including SWT and Geosyntec) will attend the County's pre-bid meeting and job walk and will be available to provide verbal and written responses to questions that bidders may have for inclusion in RFP addenda.

Kick-Off and Weekly Construction Meetings

The SWT Team staff will attend the project "kick-off" pre-construction meeting to review project requirements with the selected Contractor and discuss how Construction Management and Construction Quality Assurance (CQA) activities will be coordinated. As requested by OC Waste & Recycling, the SWT Team members will attend weekly construction meetings at the site to review progress, technical requirements, and to provide engineering support for any clarifications, proposed alternatives, material specification deviations, or construction issues that require input throughout the project.

The following topics will be discussed at the meeting:

- ◆ Introduction of Project parties.
- ◆ Establish personnel assignments, responsibilities, and key personnel.
- ◆ Establish lines of communication.
- ◆ Review site safety procedures, site security, and establish emergency notification protocols
- ◆ Review project construction plans, documents, and special provisions.
- ◆ Review the project schedule.
- ◆ Discuss Construction General Permit Compliance
- ◆ Establish reporting and documentation procedures.
- ◆ Review testing equipment, procedures, and establish a protocol for correcting and documenting deficiencies.
- ◆ Conduct a site visit to inspect various work sites, including stockpiles, equipment storage, field offices, access and haul roads.

It is anticipated that OC Waste & Recycling's Construction Manager (CM) will record this meeting, and will provide copies of the meeting minutes to all project parties following the Pre-Construction Meeting.

Weekly progress meetings will be held at the site and, at OC Waste & Recycling's request, will be attended by the CQA Manager, the CQA Monitor, General Contractor, and the Project Manager to discuss construction status and schedule, the outcome of CQA tests, and to note and resolve engineering support-related issues.

Task 8.2 Design Related Support

Bid Process Assistance and Addenda Preparation

The SWT Team will provide bid process assistance, consisting of reviewing contractor questions as posted by contractors on Bid Sync and formulating responses. The questions and responses will be issued to Contractors in the form of an addendum.

Preparation of addenda will include information regarding the bid process (any changes to due date), as well as any front-end document updates, or specification and bid schedule modifications. If any new permits, design modifications or other project information that will assist Contractors in formulating a more responsive and complete bid are obtained or occur during the bid process, an addendum will be prepared to include these items.

Final Bid Review and Recommendations for Contractor Selection

SWT will assist OC Waste & Recycling with the bid review to assess compliance with bid requirements, review the technical approach proposed by bidders, and (if requested) will contact Contractor's references for verification of information. SWT will also provide written recommendations for bidder selection based on Contractor's bids.

Evaluate Construction Activity Conformance with Plans and Specifications

Before or after each weekly construction meeting, the SWT Project Engineer will visit the construction work area and observe the construction as it occurs for conformance with the plans and specifications.

Review and Consult with OC Waste & Recycling and CM on Technical Issues that Arise During Construction

SWT will review any field issues or discrepancies in construction activities that may occur and will confer, discuss, and formulate an approach with the OC Waste & Recycling Project Manager and CM. Discussions with the Contractor will ensue to rectify the issue. SWT Team staff will be available to discuss any technical or construction issue with the OC Waste & Recycling Project Manager, CM, and Contractor that may come up during construction.

Task 8.3 Review Contractor Submittals, Requests for Information, and Change Order Requests/Proposals

The SWT Team will review Contractor Requests for Information (RFIs) and will provide additional clarification as needed. The SWT Project Engineer or other appropriate staff will review Contractor submittals (including manufacturer information) as necessary to assist the CM with verification of compliance with Technical Specifications. Change Order/Proposal requests will also be reviewed with the CM, and engineering support recommendations will be provided to OC Waste & Recycling for approval or denial of Contractor requests.

Assist Construction Manager with the Preparation of a Punch List

Based on the pre-final job walks performed at the weekly construction meetings toward the end of the project, the SWT Project Engineer will assist the CM in the preparation of a Punch List. The punch list will denote discrepancies from project plans & specifications or those construction

areas in need of correction. The punch list will be the basis for the final job walk with OC Waste & Recycling Project Manager and final project acceptance.

Project Coordination and Communication

The SWT Project Engineer will be available to discuss project progress with OC Waste & Recycling and the CM on an as-needed basis and will attend meetings as requested to assure appropriate project coordination and communication between the Contractor, OC Waste & Recycling, CM, CQA testing, and engineering support staff.

Review of Final Record Drawings (As-Builts)

The SWT Project Engineer will collect and review the Contractor's Record Drawings to identify adequacy and to identify any additional information that should be included, based on change in construction or as required originally pursuant to project specifications.

Geosyntec's Scope of Work

Geosyntec's currently assumed budget includes approximately one half day per week of involvement on the project during the construction phase. This time is anticipated to include periodic attendance and construction meeting and limited interaction with SWT. Geosyntec's current estimate excludes the following:

- ◆ Engineering calculations;
- ◆ Monitoring or review of instrumentation data;
- ◆ Preparation of memorandum or letters; or
- ◆ Regulatory interface.

TASK 9 AS-NEEDED A-E SERVICES

The SWT Team will provide miscellaneous civil, geotechnical, mechanical and electrical engineering, geological services, and other solid waste related engineering services, as determined necessary by OC Waste & Recycling. In addition, the SWT Team will provide other miscellaneous services including, coordination with other contracted firms, correspondence with regulatory agencies or permit agencies, preparation of design reports or other required agency submittals, regulatory meetings, and any other task requested by OC Waste & Recycling.

TASK 10 PROJECT COORDINATION\MANAGEMENT\MEETINGS

SWT will coordinate project administration services including project schedule development, tracking and updating, budget tracking, invoicing, and activity reporting with OC Waste & Recycling. The SWT Engineering Project Manager will provide general administration of the contract, track budget performance and task scheduling, conduct regular progress meetings, document scope changes, provide OC Waste & Recycling with required monthly invoice activity reports, and generally coordinate all efforts related to the project within the bounds of the scope as directed by OC Waste & Recycling.

SWT has budgeted up to six meetings with OC Waste & Recycling staff, as needed, during the Design Process to assure that all technical and planning issues known and anticipated for the site are incorporated into the project at the earliest possible time.

SWT and Geosyntec anticipates that its project manager will devote approximately 2 hours per week for the three year duration of the project for tracking of budget and schedule, accounts receivable, and accounts payable, earn value analysis and communications with SWT and OC Waste & Recycling.

Deliverables

- ◆ Task Project Schedules.
- ◆ Monthly billing activity reports.
- ◆ Meeting Minutes (when applicable).

BUDGET SUMMARY BY TASK
Design of East Canyon Landslide Mitigation Measures
at Frank R Bowerman I landfill

Task	Description	BUDGET				TOTAL
		Outside Services	SWT	Geosyntec		
1	Detailed Review of Existing Data		\$6,692	\$69,178		\$75,870
2	Geology and Geotechnical Engineering		\$28,200	\$750,115		\$778,615
3	Hydrology and Drainage Design		\$19,686	\$0		\$19,686
4	Grading and Improvement Plans		\$548,653	\$15,977		\$564,630
5	Design Reports		\$60,183	\$29,939		\$90,122
6	Biological Mitigation Permitting	\$4,100	\$0	\$0		\$4,100
7	Permitting		\$78,644	\$21,955		\$100,599
8	Construction Engineering Support		\$163,943	\$91,851		\$255,794
9	As-Needed A/E Services		\$2,406	\$11,869		\$14,275
10	Project Coordination\Management\Meetings		\$38,155	\$58,154		\$96,309
	TOTALS	\$4,100	\$946,562	\$1,049,338		\$2,000,000

EXHIBIT B
KEY PERSONNEL
 (Organization chart)

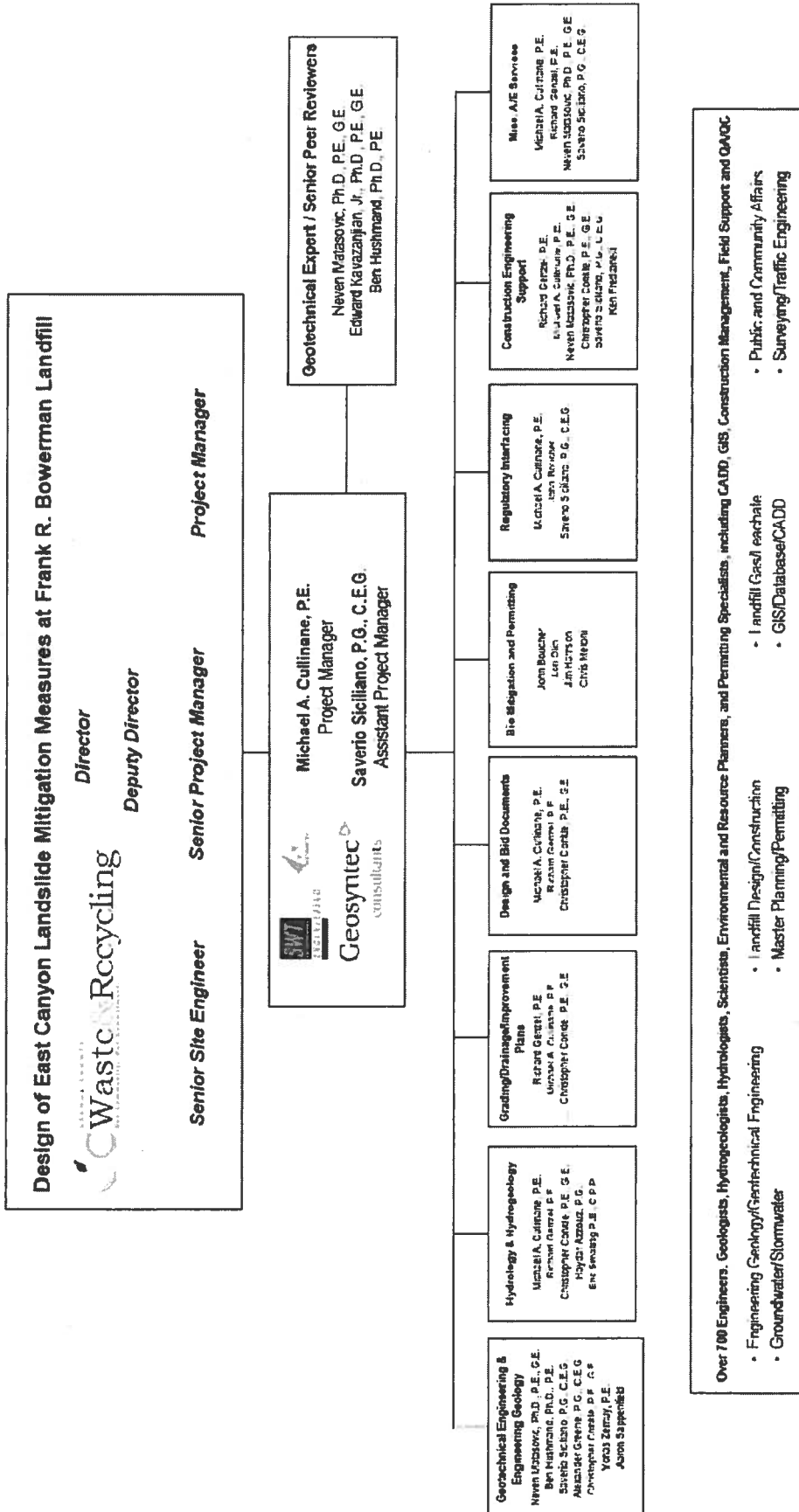


EXHIBIT C
SCHEDULE OF FEES



DESIGN OF EAST CANYON LANDSLIDE MITIGATION MEASURES
AT FRANK R. BOWERMAN LANDFILL
2013-2017

<u>Title</u>	<u>Rate</u>
Principal	\$205.92
Principal Planner	\$200.66
Principal Engineer	\$200.66
Senior PM\Senior CM	\$188.70
Project Manager	\$171.25
Project Engineer	\$146.03
Engineer III\Senior Designer	\$128.17
Engineer II\Designer	\$117.30
Engineer I	\$112.20
CADD Operator	\$73.54
Senior Planner	\$136.58
Planner II	\$115.26
Planner I	\$79.56
Project Coordinator	\$105.06
Administrative Assistant	\$89.30
Engineering Technician	\$97.71
Technician	\$73.54

Expenses

In-House Reimbursable Expenses will be invoiced at 3 percent of labor not requiring an itemized breakdown (i.e., mileage, lodging, photo copies, phone conference calls, in-house reproduction, reproduction supplies).

Outside Reimbursable Expenses..... Cost plus 10 percent

Outside services performed by others and direct out-of-pocket expenses incurred on the Client's behalf are charged at cost plus 10 percent. Such items include, but are not limited to: outside subconsultants, outside reproduction, transportation/air travel charges, inspections and permitting fees and other City/County fees.



GEOSYNTEC CONSULTANTS RATE SCHEDULE (2013-2017)

<u>Engineer/Scientist ⁽¹⁾</u>	<u>Hourly Rate</u>
Staff Professional	\$109.26
Senior Staff Professional	\$126.07
Professional	\$141.78
Project Professional	\$162.18
Modeler (Advanced Numerical Slope Stability Analysis)	\$172.38
Saverio Siciliano (project management work)	\$182.58
Senior Professional (Including Saverio Siciliano- technical work)	\$192.78
Associate	\$202.98
Bert Palmer (project principal)	\$202.98
Principal/Technical Expert	\$208.08
<u>Field Services ⁽¹⁾</u>	
Technician	\$ 67.24
Senior Technician	\$ 75.64
Field Manager	\$ 86.15
Site Manager	\$104.04
<u>Design, Graphical, and Administrative Services ⁽¹⁾</u>	
Designer	\$115.57
Senior CADD/GIS Operator	\$101.91
CADD/GIS Operator	\$ 86.15
Project Administrator	\$ 83.64
Admin. Assistant	\$ 73.44
Technical Word Processor	\$ 67.24
Clerical Assistant	\$ 60.93
<u>Subconsultants/Subcontractors</u>	
Subconsultants/Subcontractors (e.g. driller, laboratory)	Cost plus 10%
<u>Project Expenses</u>	
Reimbursable Expenses ⁽²⁾	3% of Labor Charges
Special Reimbursable Expenses ⁽³⁾	Cost plus 10%

Notes: (1) Labor Rates on this page are Geosyntec standard rates. For Geosyntec Prevailing Wage Rates (PWR), see next pages.

(2) Reimbursable expenses (including mileage, fuel, phone charges, in-house reproduction and plots, mailing, delivery charges, Telefax charges, computer time [CADD/GIS], and similar) to be billed at 3 percent of labor charges. Field equipment will be charged based on the field equipment schedule for Geosyntec included in the following pages.

(3) Outside services performed by others and direct out-of-pocket expenses incurred on the Client's behalf will be charged at cost plus 10 percent. Such items include, but are not limited to: outside reproduction; rental equipment; transportation/air travel charges; inspection and permitting fees; and other City/County fees.

GEOSYNTEC CONSULTANTS PREVAILING WAGE RATES (PWR)*

Classification	Hourly Prevailing Wage Rate (PWR)		
	Basic	OT	DT
Technician	\$91.57	\$116.28	\$139.74
Senior Technician	\$91.57	\$116.75	\$141.92
Field Manager	\$100.78	\$125.96	\$151.14
Site Manager	\$112.20	\$135.66	\$158.10
Staff Professional	\$127.50	\$149.94	\$173.40
Senior Staff Professional	\$140.76	\$164.22	\$186.66
Professional	\$152.95	\$178.13	\$201.96
Project Professional	\$166.72	\$190.74	\$214.20

BASIC PWR Applies M-F for the first 8 hours worked per day)

Overtime (OT PWR) Applies M-F for hours worked over 8, but less than 12 and on Saturday for the first 8 hours worked)

Double time (DT PWR) Applies on designated Holidays, Sundays, and on Saturdays if more than 8 hours are worked, and on M-F if more than 12 hours are worked)

Per Diem (for meals/lodging required by prevailing Wage Labor Code) Government Rate for Orange County

*Pending approval by OC Waste & Recycling Project Manager

GEOSYNTEC CONSULTANTS FIELD EQUIPMENT RATES

Item Type	Daily	Weekly	Monthly
4-Gas Meter	\$82	\$326	\$979
Photoionization Detector (PID) / Mini-Rae	\$61	\$245	\$612
Dust Monitor	\$77	\$306	\$918
Field Disposables for Level D (e.g., gloves, dust masks, etc.)	\$41	\$163	\$490
H ₂ S Personal Gas Meter	\$11	\$44	\$77
Inclinometer System (probe and data logger)	\$204	\$561	\$2,040
Gas Monitoring/Sampling Assembly	\$153	\$612	\$1,836
Water Quality Meter (turbidity, pH, temp, salinity, TDS)	\$102	\$408	\$1020
Water Level Indicator	\$51	\$204	\$612
Turbidimeter	\$31	\$122	\$367
Differential Global Positioning System	\$77	\$306	\$918
Soil Field Testing Equipment (Sandcone, Oven, Scales)	N/A	\$51	\$153
Field Vehicle ⁽¹⁾ (includes mileage and gasoline)	\$122	\$490	\$1,469
Potable Water Delivery Service (5-gallon bottle)	\$8 (each)	\$8 (each)	\$8 (each)
Nuclear Density Gauge	\$66	\$265	\$796
BAT In-situ Permeability Testing Equipment	\$92	\$286	\$1,020
Other Geosyntec-owned Field Equipment (if needed)	Provided Upon Request		
Rental Field Equipment (if needed)	Cost plus 10%		

(1) Minimum 1 day charge for Vehicles.

If Geosyntec-owned field equipment is not available at the time of the field work, equipment will be rented and billed at cost plus 10%.

LSA ASSOCIATES, INC.		
Design of East Canyon Landslide Mitigation Measures at the FRB Landfill		
Schedule of Fees 2013-2017		
CLASSIFICATION	Rates	
Principal	\$196.46	/hr.
Associate Biologist/Archaeologist/Paleontologist/Project Manager	\$128.17	/hr.
Senior Biologist/Archaeologist/Paleontologist	\$120.82	/hr.
Biologist/Archaeologist/Paleontologist	\$98.62	/hr.
Assistant Biologist/Archaeologist/Paleontologist/Office Assistant/Field Crew	\$77.32	/hr.
GIS Technician	\$112.20	/hr.
Graphics	\$96.90	/hr.
Technical Editor	\$69.34	/hr.
Word Processor	\$60.93	/hr.
Depositions/Court Appearance	\$204.00	/hr.
REIMBURSABLE RATES	Rates	
Estimated on-road mileage (based on current IRS rate)	\$ 0.565	mi
Black and white reproduction	\$ 0.10	page
Color reproduction (8.5x11)	\$ 1.00	page
Color reproduction (11x17)	\$ 2.50	page
Plotting	\$ 3.75	sq. ft.
CD production	\$ 5.00	per CD
Aerial photographs	actual cost	photo
Sub-meter-accurate GPS unit, Sound Meter, Fiber Optic Scope, Wildlife Cameras, Acoustic (Bat) Detection Equipment	\$ 100.00	day
Wire pin flags (actual cost up to \$10/bundle of 100)	\$ 10.00	bundle
Flagging ribbon (actual cost up to \$2/roll)	\$ 2.00	roll
Stake chasers (actual cost up to \$4/bundle of 25)	\$ 4.00	box
Soil tests (actual cost up to \$325/test)	\$ 325.00	test

HUSHMAND ASSOCIATES, INCORPORATED
Geotechnical, Earthquake and Environmental Engineers

STANDARD SCHEDULE OF FEES



Professional Services

Staff Engineers, Geologist	\$90/hour
Project Engineers, Geologists	\$110/hour
Senior Engineers, Geologists	\$130/hour Associate
Engineers, Geologists	\$140/hour Principal Engineers,
Geologists	\$160/hour Expert Witness
\$240/hour	

Technical Services

Clerical	\$50/hour
Word Processing, Technical Text Editing	\$50/hour
CADD	\$60/hour
Engineering Technician (Field and Laboratory)	\$65/hour (non-prevailing wage)
	\$80/hour (prevailing wage) Senior
Engineering Technician (Field and Laboratory)	\$70/hour (non-prevailing wage)
	\$85/hour (prevailing wage)

Minimum Field Services Fee

Field Service Calls	4-hour minimum fee
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Travel

Travel time will be charged at our regular hourly rate, not to exceed 2 hours per day for sites within 60 miles from our office. Mileage will be charged at a rate of \$0.70 per mile. Mileage will not be charged when field truck is used and charged. Overnight stay per diem will be charged \$135 per day.

Equipment

Field Truck and Field Test (Nuclear Gage) Equipment	\$10/hour (max \$80/day)
Field Truck	\$8/hour (max \$65/day)
Vibration & Environmental Monitoring Equipment	Separate Schedule

Outside Services

Rental of special equipment not ordinarily furnished by Hushmand Associates, Inc. and all other costs such as labor, special printing, expendable field supplies, etc. Cost + 10%

Terms

Billings are payable upon presentation and are past due 30 days from the invoice date.

250 Goddard
Irvine, California 92618
(949) 777-1266
Fax (949) 777-1276
www.hushmand-associates.com

HUSHMAND ASSOCIATES, INCORPORATED
Geotechnical, Earthquake and Environmental Engineers

LABORATORY SCHEDULE OF FEES



Item	Type of Test	Test Method	Unit Price
I. INDEX PROPERTIES			
1.1	Visual Classification	(ASTM D 2488)	\$8.00
1.2	Moisture Content	(ASTM D 2216)	\$12.00
1.3	Moisture Content & Density	(ASTM D 2937)	
	a) Shelby Tube Sample		\$30.00
	b) Other Samples		\$15.00
1.4	Particle-Size Analysis of Soils	(ASTM D422)	
	a) Sieve Only		\$60.00
	b) Sieve and Hydrometer		\$115.00
1.5	Percent Passing # 200 Sieve	(ASTM D 1140)	\$45.00
1.6	Atterberg Limits	(ASTM D 4318)	
	a) Multi Points		\$95.00
	b) One Point		\$45.00
	c) Non Plastic		\$30.00
1.7	Specific Gravity	(ASTM D 854)	\$60.00
1.9	Sand Equivalent	(ASTM D 2419)	\$75.00
1.10	Expansion Index	(ASTM D 4829)	\$105.00
II. SOIL CHEMISTRY			
2.1	Soil pH	(CTM 643)	\$35.00
2.2	Electrical Resistivity	(CTM 643)	\$80.00
2.3	Sulfate Content	(CTM 417)	\$55.00
2.4	Chloride Content	(CTM 422)	\$55.00
2.5	Organic Content	(ASTM D2974)	\$60.00
III. COMPACTION			
3.1	Standard Proctor Compaction	(ASTM D 698)	
	a) 4" Mold		\$115.00
	b) 6" Mold		\$140.00
3.2	Modified Proctor Compaction	(ASTM D 1557)	
	a) 4" Mold		\$140.00
	b) 6" Mold		\$160.00
IV. STRENGTH TESTS			
4.1	R Value	(CTM 301)	\$235.00
4.2	Unconfined Compression	(ASTM D 2166)	\$75.00
	<i>Sample Remolding for Unconfined Compression</i>		\$45.00
4.3	Direct Shear, per point	(ASTM D 3080)	
	a) Unconsolidated (Q Test)		\$50.00
	b) Consolidated (Q Test)		\$65.00
	c) Consolidated, Drained		\$80.00
	d) Residual - per point		\$55.00
	<i>Sample Remolding for Direct Shear</i>		\$45.00
4.4	Triaxial, per point	(ASTM D 4767)	
	Consolidated, Undrained		\$310.00
	<i>Sample Remolding for Triaxial</i>		\$50.00

LABORATORY SCHEDULE OF FEES

(continued)

V. CONSOLIDATION			
5.1	Consolidation	(ASTM D 2435)	
	a) Up to 10 load/unload increments, one time reading		\$175.00
	b) Each additional time reading		\$45.00
	c) Each additional load increment		\$30.00
	<i>Sample Remolding for Consolidation</i>		\$45.00
5.2	Collapse Potential	(ASTM D 5333)	\$100.00
	<i>Sample Remolding for Collapse Potential</i>		\$45.00
5.3	Swell or Settlement Potential	(ASTM D 4546)	\$100.00
	<i>Sample Remolding for Swell or Settlement Potential</i>		\$45.00
VI. PERMEABILITY			
6.1	Constant Head	(ASTM D 2434)	\$165.00
	<i>Sample Remolding for Constant Head</i>		\$50.00
6.2	Flexible Wall	(ASTM D 5084)	\$200.00
	<i>Sample Remolding for Flexible Wall</i>		\$50.00

Notes:

1. Samples will be stored for 3 months. Prior notification is required if samples need to be stored for a longer period of time. A monthly storage fee of \$4/bag and \$1/sleeve will be applied. Prices shown above are based on the assumption that all soil samples are "clean" and that the turnaround time of results is standard (1 to 2 weeks).

EXHIBIT D

County of Orange Child Support Enforcement Contract Terms and Conditions

ADDITIONAL TERMS AND CONDITIONS

In order to comply with the child support enforcement requirements of the County of Orange, within 30 days of the Agreement Effective Date, the A-E agrees to furnish the required data and certifications to the Director, the Purchasing Agent, or the agency/department deputy purchasing agent.

Failure of the A-E to timely submit the data and/or certifications required or to comply with all federal, state, and local 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 60 calendar days of notice from the County shall constitute grounds for termination of the contract.



County of Orange Child Support Enforcement Certificate

"I certify that _____ is in full compliance with all applicable federal, state, and local 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 the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."

Signature* Name (Please Print)

Title Date

Company Name
Contract Number

*Two signatures required if a corporation.

EXHIBIT E

REGULATORY COMPLIANCE REQUIREMENTS

The A-E shall not be entitled to any time extensions or compensation for any cost due to any action required as a result of the A-E's failure to comply with those provisions within the A-E's control as listed below. The A-E shall be responsible for ensuring that the A-E's subcontractor(s) and Team Member(s) comply with the provisions of this Section. The A-E shall be liable for any action or inaction resulting in a fine imposed by the regulatory agencies on those incidents of noncompliance that is within the A-E's area of responsibility.

1. PERMITS

- A. The A-E shall be responsible for obtaining all trade-related permits required by the Task Order, permits required for the operation and storage of any equipment or hazardous regulated materials brought onsite, and permits required for dispensing and storing of petroleum-related products.
- B. The A-E shall maintain copies of all permits required for construction required by a Task Order at the job site. Exceptions to this shall be the South Coast Air Quality Management District (SCAQMD) permit for dust control and the SCAQMD permit and Local Enforcement Agency (LEA) approval for refuse excavation, if required, which shall be obtained by the County. However, it is still the responsibility of the A-E to comply with the conditions in the SCAQMD permits and all other permits, which shall become a part of this Agreement. The A-E shall submit to the County a California Occupational Safety Health Agency (Cal-OSHA) Excavation Permit, if necessary. The A-E shall obtain a copy of the landfill's National Pollutant Discharge Elimination System (NPDES), Storm Water Pollution Protection Plan (SWPPP) and Monitoring Program (MP) and comply with the conditions therein that are applicable to the A-E.

2. REGULATORY COMPLIANCE AUTHORITIES

All work shall be performed in accordance with the most current regulatory criteria and standards, which include, but are not limited to:

- Waste Discharge Requirements issued by the respective California Regional Water Quality Control Boards;
- Resource Conservation and Recovery Act, Subtitle D;
- California Code of Regulations Titles 8 (Cal-OSHA), 14, 23, and 27;
- South Coast Air Quality Management District Rules 403, Title V, NSPS and 1150.1;
- National Pollutant Discharge Elimination System (NPDES) including Construction General and Industrial General Permits;
- County of Orange OC Public Works, ; County of Orange OC Public Works Grading Manual and Excavation Code;
- Uniform Fire Code;
- Others may include: APWA Standard Specifications, current County of Orange Hydrology Manual and California Environmental Quality Act, as well as instructions set forth by the Director of OC Waste & Recycling or designee; and
- Any other agency permits pertinent to the Project.

3. ORDINANCES

Construction shall conform to all Federal, State, County, and local codes, ordinances, regulations, and standards having jurisdiction thereof. In the case of conflict between any such applicable documents mentioned above and the specifications and drawings, the highest requirement shall govern. No additional charges shall be allowed for any changes to make work conform to regulations of above-mentioned documents or governing agencies, but shall be considered as completely included in the Task Order price.

4. CULTURAL/SCIENTIFIC RESOURCES

- A. The County may employ the services of a paleontological/archaeological firm to monitor the excavation at the project site. The A-E shall cooperate with the personnel of the firm. In the event the paleontologist or archaeologist asks the A-E to stop work in a particular section of the excavation, the A-E shall abide by the request immediately.
- B. If the A-E's operations uncover, or A-E's employees find any burial grounds or remains, ceremonial objects, petroglyphs, and archaeological or paleontological, or other artifacts of like nature within the construction area, the A-E shall immediately notify the County's onsite representative of the A-E's findings and shall modify the construction operations, so as not to disturb the findings pending receipt of notification as to determination of the final disposition of such findings from the County.
- C. Should the findings, or notification as to disposition of findings, result in delays or extra work, additional time and/or extra work, payment will be allowed as provided for within the Task Order.
- D. Any findings of a cultural/scientific resource nature shall remain the property of the County and not become the property of the person or persons making the discovery.

5. DISPOSAL OF SOLID WASTE

The A-E shall be responsible for proper disposal of all refuse. Unless the waste meets Class III solid waste criteria, and any other requirements in the landfill's solid waste facilities permit, the A-E shall not dispose of said waste at the landfill. If the A-E elects to dispose of Class III refuse in any OC Waste & Recycling operated landfill, the A-E shall be responsible for processing refuse through the scales and shall pay the current gate fees, unless it is specified otherwise in the Task Order.

Solid waste resulting from maintenance and service may be disposed of within the active landfill at no charge if acceptable within the guidelines of a Class III landfill and approved in writing by the County. The A-E shall contact the PM prior to disposal of solid waste resulting from maintenance and service. Furthermore, the A-E shall not dispose of such waste prior to receipt of a written approval from the PM, which identifies a designated disposal area.

Any other solid waste or liquid waste resulting from service and maintenance that is unacceptable for disposal in a Class III landfill (including tires) shall be the sole responsibility of the A-E and the cost of disposal shall be included as part of the Task Order. The A-E shall arrange for a State approved waste-handling firm to dispose of any material classified as hazardous or unacceptable waste. This firm shall be bonded and found acceptable to County of Orange CEO/Risk Management. The A-E shall submit proof of this firm being retained by the A-E within ten (10) calendar days of the effective date of this Agreement. Any unacceptable refuse left beyond thirty (30) days may be disposed of by the County and any related costs shall be deducted directly from the monthly invoicing, performance bond, or other method at the option of OC Waste & Recycling.

6. DISPOSAL OF LIQUID WASTE

The County does not permit disposal of liquid waste of any kind in County landfills. This includes any waste materials, sludge, soils, etc. with moisture content over 50%.

7. STORM PROTECTION

- A. The A-E shall take every practicable precaution to minimize danger to persons and to the work during rainy or windy conditions. The County shall protect all County facilities within their work project. Also the A-E shall protect all facilities from damage.
- B. As part of its storm protection, the A-E shall provide a storm water management plan (erosion control plan), to be reviewed and approved by the County. (The County is not responsible for damage if the Storm Water Management Plan is deficient or inadequate for managing storm water flows.)

8. NPDES STORM WATER DISCHARGES

Work under this Agreement shall be subject to the requirements of the NPDES storm water regulations.

The A-E shall comply with the NPDES Regulations and the Storm Water Pollution Protection Plan for the landfill at which the work is to be conducted. Construction-related activities, including but not limited to the elements of the SWPPP, shall be performed to eliminate non-storm discharges to the storm water control system, by the A-E and subcontractor(s). The A-E shall submit a Storm Water Management Plan in compliance with NPDES Regulations and Site specific SWPPP. OC Waste & Recycling will notify the A-E of any non-compliance with the foregoing stipulations, and appropriate actions shall be taken promptly. The A-E shall also notify OC Waste & Recycling of any condition that could lead to noncompliance with the permit requirements. The A-E shall be responsible for storm water monitoring at the landfill to comply with his proposed storm water plan, if necessary.

The A-E shall not be entitled to any time extensions or compensation for any cost due to any action required as a result of the A-E's failure to comply with those provisions of the SWPPP within the A-E's control. The A-E shall be responsible for ensuring that the A-E's subcontractor(s) comply with the provisions of this Section. The A-E shall be liable for any action or fine imposed by the regulatory agencies on those incidents of noncompliance that are within the A-E's area of responsibility.

The A-E will be required to prepare a NPDES Construction General Permit Notice of Intent (NOI) if required. The County will submit the NOI as the Legally Responsible Party (LRP)

9. DISCOVERED HAZARDOUS WASTE

- A. The A-E shall promptly, and before the following conditions are disturbed, notify the County in writing of any:
 - (1) Material that the A-E believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Subsurface or latent physical conditions at the site differing from those indicated; and
 - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.
- B. The County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve a hazardous waste, and cause a decrease or increase in the A-E's cost of, or the time

required for, performance of any part of the work, the County shall issue a Change Order under the procedures described in the Contract. If hazardous waste is found, the County will contact its key waste A-E to properly remove and dispose of the waste. The A-E shall not disturb the waste. The A-E shall immediately notify the County if the waste is found leaking, not containerized, or vapors or odors are detected.

- C. In the event that a dispute arises between the County and the A-E where the conditions materially differ, or involve hazardous waste, or a decrease or increase in the A-E's cost of, or the time required for performance of any part of the work, the A-E shall not be excused any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The A-E retains any and all rights provided either by the Contract or by law pertaining to the resolution of disputes and protests between the contracting parties.

10. A-E GENERATED HAZARDOUS WASTE

The A-E is responsible for the proper handling, storage, transportation (per all Federal, State and Local Regulations), and disposal of any hazardous wastes, liquid wastes or nuisance wastes (i.e. finely divided, powdery/dusty materials, strong odor, etc.) it generates on County property or elsewhere when performing work on the County's behalf.

The A-E must have an OC Waste & Recycling Safety Officer reviewed and County approved Emergency/Contingency Plan for handling spills of hazardous, liquid or nuisance materials it is using while working on County property or elsewhere when performing work on the County's behalf. This shall include proper handling, removal and disposal of these materials per all applicable Federal and State requirements. The Plan shall also include emergency notification to County staff and emergency personnel.

The spill-damaged area(s) must be restored/repared to its original condition by the A-E in a correct and timely manner and to the satisfaction of the County.

The A-E shall provide copies of all manifests, bills of lading, etc. to the County upon request to verify proper disposal to a licensed, permitted facility has occurred.

The County has the authority to perform inspections of the A-E's work area at any time to insure all applicable regulations are being adhered to.

The A-E is responsible for training their employees, as required by OSHA CCR Title 8, in the proper handling, storage, transportation and disposal of hazardous materials. These employees must also be trained in the Emergency/Contingency Plan and know immediate response procedures should a release occur.

The A-E shall keep emergency response equipment and materials available in the working area, should a release occur.

11. FUGITIVE DUST EMISSION CONTROL

The A-E shall comply with the requirements of the OC Waste & Recycling Fugitive Dust Emission Control Plan in conformance with the SCAQMD Rule 403. The A-E shall also notify OC Waste & Recycling any condition that could lead to noncompliance with the permit requirements.

The A-E shall submit a Dust Control Plan to be received and approved by the County.

If the A-E fails or refuses to correct the noncompliance immediately, OC Waste & Recycling may terminate the A-E's right to proceed with the work, by written notice to the A-E. In such event, OC Waste & Recycling may take over the work and prosecute the same to completion, by contract or otherwise at the A-E's expense, and may take possession of and utilize in completing the work such materials, appliances, and plants as may be on

the site of the work and necessary therefore. Whether or not the A-E's right to proceed with the work is terminated, the A-E and the A-E's Sureties shall be liable for any damage to the County resulting from the A-E's refusal or failure to complete the work within the specified time. The A-E shall not be entitled to any time extensions or compensation for any cost due to any such action as a result of the A-E's failure to comply with those provisions of the OC Waste & Recycling Fugitive Dust Emission Control Plan within the A-E's control. The A-E shall be responsible for ensuring that all sub A-E(s) comply with the provisions of this section. The A-E shall be liable for any action or fine imposed by the SCAQMD on those incidents of noncompliance that are within the A-E's area of responsibility.

OC Waste & Recycling's Fugitive Dust Emission Control Plan (SCAQMD Rule 403-Fugitive Dust-April 1993) is available for review by the A-E in the offices of the OC Waste & Recycling Project Manager.

12. BIOLOGICAL AND HABITAT PROTECTION

OC Waste & Recycling will inform the A-E of any biological resources that would or could be impacted by the project, and specify any required mitigation measures or procedures to protect those resources during construction. The A-E shall be responsible for complying with these protection measures, and for ensuring that all sub A-Es also comply. The County has the authority to perform inspections of the A-E's work area at any time to ensure that these measures or procedures are being followed.

13. MAINTENANCE FACILITY AND WORK AREA

Maintenance facility areas have been designated at the Landfill for the purpose of maintaining County equipment. This area is intended to be available for use by the County's Equipment Maintenance A-E and for other contractors and haulers only upon permission and at the convenience of OC Waste & Recycling. Any contractor permitted to utilize this area shall inspect the area and comply with any and all provisions of these Regulatory Compliance Section Articles. All contractors shall keep the facility clean. If this facility becomes unavailable to the County's Equipment Maintenance A-E for any reason, the County's Equipment Maintenance Contractor shall be provided an alternate location acceptable to the OC Waste & Recycling Regional Project Manager or designee. No such guarantee of an alternate location is made to any other contractor or hauler by the County. All costs related to relocating the facility is the sole responsibility of the County's Equipment Maintenance Contractor and shall be included as part of the fixed rate price agreement.

Any damage or repairs caused by the A-E or his vendors/suppliers to the designated maintenance area or other landfill facilities/projects shall be paid for or repaired by the A-E to the satisfaction of OC Waste & Recycling. All construction and/or replacement shall be done with materials and equipment of the same kind constructed or product installed. If the A-E does not repair the damaged facility/area within thirty (30) calendar days, the A-E shall pay for all construction/installation and related costs performed by the County by direct deduction plus a five percent (5%) administration fee from the monthly invoice or by invoiced separate payment. Any facility considered crucial to the operation of the landfill must be repaired immediately and costs shall be paid by direct deduction plus a five percent (5%) administrative fee as above indicated in the same manner.

The A-E shall be responsible for maintaining clean equipment and a clean working area. Removal of contaminated soil as a result of maintenance activities shall be the sole responsibility of the A-E and shall be mitigated to OC Landfill's satisfaction immediately following written notice from the OC Waste & Recycling Project Manager. The area of contamination may be tested and certified by a third independent party qualified to conduct the evaluation. The proposed certifying firm shall submit qualifications to the OC Waste & Recycling Project Manager for acceptance and approval. All costs associated with contaminated soil removal, disposal and certification, if necessary, shall be the sole responsibility of the A-E. Prior to removal, the A-E must provide a manifest of transport showing legal disposal of contaminated material. A copy of the manifest, certified and approved by the disposal location, shall be provided to OC Waste & Recycling prior to shipment. If the manifest is not submitted,

OC Waste & Recycling will withhold or deduct directly the estimated cost of removal and disposal from monthly invoice, plus five percent (5%) administration fee until the manifest or appropriate documentation is submitted by the A-E.

Upon written notice from the OC Waste & Recycling Project Manager, if the A-E does not comply with the removal of the contaminated soil immediately, OC Waste & Recycling will remove, process, transport, and certify the material as stated above and all costs incurred by OC Waste & Recycling for removal and disposal, plus a five percent (5%) administrative fee will be deducted directly from the A-E's monthly invoice or through supplemental payment as approved by the OC Waste & Recycling Project Manager or designee.

The A-E shall be responsible for the storage and protection of any and all products in accordance with manufacturer instructions; product seals and labels shall be intact and legible, and sensitive products shall be stored in weather tight, climate controlled enclosures. The A-E shall arrange storage of products to permit access for inspection by OC Waste & Recycling or enforcement agency personnel.

14. RED IMPORTED FIRE ANT INTERIOR QUARANTINE OF ORANGE COUNTY

The A-E shall be responsible for strict compliance with the quarantine of the County of Orange for the red imported fire ant as defined in the California Food and Agricultural Code in Division 4, Chapter 3, Subchapter 4, Article 4, Section §3432 incorporated herein by reference with regards to the quarantine area, the commodities covered, and the restriction on movement, possession and sale of commodities covered. Violation of any provision of this Article of this Agreement and/or the State mandate by the A-E shall require the A-E to bear the full financial responsibility of any assessed fine or penalty on the County, indemnify the County by the completion and submission for County approval of an acceptable, detailed, incident report within five working days of the date of the violation or not later than five working days from the date of the notification of the violation, whichever is the later.