

BOS Agreement No. \_\_\_\_\_  
DOT Agreement No. 110087

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES —  
SOUTH COAST LANDFILL FINAL CLOSURE PROJECT**

This Agreement, dated as of \_\_\_\_\_, 2011, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and SWT Engineering, Inc. (SWT), hereinafter referred to as the "CONSULTANT".

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent CONSULTANTS to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONSULTANT to Proposal to Perform Final Landfill Closure Services, Mendocino County South Coast Landfill located at 40855 Fish Rock Road in Gualala, California, a requirement by the Cal Recycle and the State of California State Water Resources Control Board (SWQCB); and,

WHEREAS, CONSULTANT is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONSULTANT to provide the services described in Exhibit "A", and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements

The term of this Agreement shall be from December 6, 2011 through December 31, 2013.

The compensation payable to CONSULTANT hereunder shall not exceed two hundred twenty one thousand eight hundred dollars (\$221,800) for the term of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

**DEPARTMENT OF TRANSPORTATION FISCAL REVIEW:**

\_\_\_\_\_  
HOWARD N. DASHIELL DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 4511

Line Item: 86-2184

Grant: ☒ Yes ☐ No

Grant No.: Landfill Closure Fund

**COUNTY OF MENDOCINO**

By: \_\_\_\_\_  
KENDALL SMITH, Chair  
BOARD OF SUPERVISORS

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

**INSURANCE REVIEW:**

RISK MANAGER

By: \_\_\_\_\_  
KRISTIN McMENOMEY, Director  
General Services Agency

**SWT Engineering, Inc./ (SWT)**

By: \_\_\_\_\_  
John R. Boucher, Vice President DATE

**NAME AND ADDRESS OF CONTRACTOR:**

SWT Engineering, Inc. (SWT)  
800-C South Rochester Ave.  
Ontario, CA 91761

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

JEANINE B. NADEL, County Counsel

By: \_\_\_\_\_

**FISCAL REVIEW:**

By: \_\_\_\_\_  
Deputy CEO/Fiscal

**EXECUTIVE OFFICE REVIEW:**

APPROVAL RECOMMENDED

By: \_\_\_\_\_  
CARMEL J. ANGELO, Chief Executive Officer

**Signatory Authority:** \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**  
**Exception to Bid Process Required/Completed** ☐ \_\_\_\_\_

## **GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONSULTANT:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent CONSULTANT. CONSULTANT is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Consultants and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONSULTANT does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field consistent with the standard of care and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** CONSULTANT shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONSULTANT'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death but only to the extent arising out of or connected with the CONSULTANT'S negligent performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the negligence or willful misconduct of COUNTY. "CONSULTANT'S performance" includes CONSULTANT'S action or inaction and the action or inaction of CONSULTANT'S officers, employees, agents and subconsultants.
3. **INSURANCE AND BOND:** CONSULTANT shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, in CONSULTANT'S best judgement CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT's failures to comply with such laws, ordinances, codes and regulations when outside the standard of care.
  - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs to the extent arising out of CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify Mendocino County Risk Manager's Office by telephone. CONSULTANT shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONSULTANT's subconsultants, if any; (3) name and address of CONSULTANT's liability insurance carrier; and (4) a detailed description of the accident and whether any

of COUNTY's equipment, tools, material, or staff were involved.

c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit "B" hereto as funding permits.
7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.
8. OWNERSHIP OF DOCUMENTS: CONSULTANT hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONSULTANT, the CONSULTANT's subconsultants or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT's services as set forth in Exhibit "A" of this Agreement have been fully performed. The COUNTY shall indemnify the consultant for alteration or reuse of documents and materials prepared as part of this agreement without written authorization from the consultant.

CONSULTANT shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONSULTANT and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION  
340 Lake Mendocino Drive  
Ukiah, CA 95482  
Attn: Howard N. Dashiell, Director of Transportation

To CONSULTANT: SWT  
800-C South Rochester Ave.  
Ontario, CA 91761  
ATTN: John R. Boucher, Principal Planner

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party

notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONSULTANT shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:  
CONSULTANT certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, political affiliation or physical or mental condition, in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.
  - a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. CONSULTANT shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the COUNTY, CONSULTANT shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - e. The CONSULTANT shall include the provisions set forth in paragraphs a through d (above) in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONSULTANT and CONSULTANT's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONSULTANT, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed.

Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
16. AUDITS; ACCESS TO RECORDS: The CONSULTANT shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONSULTANT shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONSULTANT with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONSULTANT shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONSULTANT under this Agreement.



18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its Final Landfill Closure Services shall not exceed \$221,800 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONSULTANT. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONSULTANT prior to CONSULTANT'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
23. ADVERTISING OR PUBLICITY: CONSULTANT shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
24. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous

understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.

25. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
26. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
27. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, COUNTY may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
28. SUBCONTRACTING/ASSIGNMENT: CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. CONSULTANT shall use subconsultants identified in Exhibit "A" and shall not substitute subconsultants without COUNTY's prior written approval.
  - c. CONSULTANT shall remain fully responsible for compliance by its subconsultants with all the terms of this Agreement, regardless of the terms of any agreement between CONSULTANT and its subconsultants.
29. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

30. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
31. PATENT AND COPYRIGHT INDEMNITY: CONSULTANT represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONSULTANT Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONSULTANT shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection when determined by a court of competent jurisdiction to be true that any CONSULTANT Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
- a. COUNTY will: (1) notify CONSULTANT promptly of such claim, suit or assertion; (2) permit CONSULTANT to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONSULTANT to do so. CONSULTANT shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONSULTANT Products.
  - b. If CONSULTANT is obligated to defend COUNTY pursuant to this Section 31 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONSULTANT shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding to the extent CONSULTANT is determined culpable by a court of competent jurisdiction.
  - c. In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for COUNTY the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that that they become non-infringing, but equivalent in functionality and performance.
  - d. Notwithstanding this Section 31, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONSULTANT Products infringe any patent, copyright, or other intellectual property right.
32. OTHER AGENCIES:
- Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONSULTANT is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONSULTANT

elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

## **EXHIBIT A**

### **DEFINITION OF SERVICES**

#### **FOR ENGINEERING DESIGN SERVICES — SOUTH COAST LANDFILL FINAL CLOSURE PROJECT**

The following is the scope of services for the South Coast Landfill (SCL) Final Closure Project:

##### **TASK 1.0 PROJECT KICK-OFF MEETING**

The SWT Team will attend a kick-off meeting with MCDOT to discuss the proposed project, define roles, and refine the project tasks, deliverables, and schedule. In particular, the SWT Team will coordinate with MCDOT (also Lead Agency for CEQA/NEPA), staff from regulatory agencies (the LEA, CalRecycle, and the North Coast RWQCB), and other key project stakeholders as determined by MCDOT to discuss the project approach and objectives. Discussions regarding the level of environmental assessment, updating the Final Closure/ Post-Closure Maintenance Plan (FCPCMP) and approval by the agencies will be included as part of the meeting's agenda.

At the meeting, the SWT Team would provide a formal data request to the County to fulfill any specific data needs for the project beyond what we have in-house. After the scoping meeting, the SWT Team will begin in earnest on completing the tasks outlined below.

##### **TASK 2.0 DATA COMPILATION AND REVIEW**

The SWT Team will compile for review available site technical documentation/information with which to prepare the environmental assessment (i.e., CEQA documentation) and update the 2003 FCPCMP. These reports and records will be reviewed to identify relevant data and to identify any data gaps that are not addressed by the project tasks described below. Based on the results of our review, the SWT Team may request additional information and/or identify additional technical studies or work that will need to be completed in support of CEQA and/or FCPCMP. The results of this task will be incorporated into a technical memorandum and presentation to MCDOT and local stakeholders, if requested.

##### **TASK 3.0 SITE REVIEW AND FIELD SURVEY**

A site review and field survey are essential to develop updated figures/drawings for the 2012 FCPCMP and preparing accurate construction bid documents. SWT understands that the last topographic survey was completed in October 1999 and was used as a base map for the 2003 FCPCMP. A review of documents relating to existing topographic surveys, maps, reports and statewide databases, including information on file with MCDOT, will be conducted. The SWT Team will be using a local land surveying/engineering firm, Doble Thomas & Associates, Inc., to conduct a field survey

of the existing site contours to update the most recent topographic information/data. The proper ground control survey and mapping will be conducted, as needed. Upon completion of the field survey work, the updated topographic and overlay information will be provided to the MCDOT in a usable electronic format using AutoCAD Civil 3D. The updated topographic base map contours will be used to revise the engineering design drawings included in the FCPCMP. During the site review, SWT and GLA staff will review on-site conditions and focus on the following features, as noted in the RFP:

- ◆ Mitigate erosion at steep drainage swales on the southwestern slope;
- ◆ Re-grade the prism and site to convey storm water run-off to the southeast rather than over the southwestern slope; and,
- ◆ Identify black flex pipes daylighting along the edge of the eastern maintenance path.

Any results/findings related to these issues will be incorporated into the updated FCPCMP.

Doble Thomas will be subcontracted directly to SWT.

### **Task 3.1 Aerial Survey (Optional Task)**

The SWT Team, in conjunction with MCDOT, will discuss the need to elevate the level of survey work to include an aerial survey and completely update topographic contour information to a digital format for the SCL. In the event MCDOT elects to perform these services, the SWT Team's local subconsultant Doble Thomas (Ukiah, CA) will set the aerial targets, implement the aerial flyover to generate new black and white aerial photographs, and prepare a topographical map derived by photogrammetry for the entire landfill site.

### **TASK 4.0 CONDUCT PUBLIC WORKSHOP**

The SWT Team, along with MCDOT staff, will conduct a Public Workshop to present feasible design alternatives that were considered and the associated construction costs and environmental protection considerations. This information will be presented to MCDOT and the associated stakeholders, which may include interested community groups and individuals. Input/comments from the public parties in attendance will be incorporated into this project by way of the updated FCPCMP. Based on the level of work completed in support of the proposed design included in the 2003 FCPCMP, MCDOT may simply request SWT to present this design alternative along with the other design options that were also evaluated, such as clean closure, and demonstrate that they are not feasible.

## **TASK 5.0     UPDATE 2003 FCPCMP AND RESPOND TO REGULATORY AGENCY COMMENTS ON 2003 FCPCMP**

### **Task 5.1     Update 2003 Final Closure Plan**

SWT will update the Final Closure Plan (FCP) using the existing 2003 document. The updated FCP will comply with 27 CCR minimum standard closure requirements. The FCP shall address/incorporate the following:

- ◆ Revisit overall drainage flow direction from landfill onto native surrounding area.
- ◆ Develop erosion mitigation along southwestern slope.
- ◆ Identify and utilize or abandon black flex pipes along eastern maintenance path.
- ◆ Locate and design leachate collection/monitoring well on south perimeter of landfill.
- ◆ Locate and design two or more landfill gas migration monitoring wells.
- ◆ Review of the existing monitoring programs for gas and groundwater for compliance with Title 27. Any necessary modifications shall be addressed in the FCP.
- ◆ Update base topographic contours and include on FCP drawings.
- ◆ Review/confirmation of adequate on-site final cover materials.
- ◆ Incorporate collected data, engineering design plans, and geotechnical engineering reports, as needed.
- ◆ An updated detailed closure construction cost estimate and a schedule for disbursement of funds for closure activities.
- ◆ An updated demonstration of financial responsibility in accordance with Chapter 6, Subchapter 2, Article 1 of 27 CCR.
- ◆ A detailed closure implementation schedule.
- ◆ A Labor Transition Plan (LTP) prepared in accordance with 27 CCR, Section 21785.
- ◆ CEQA compliance status.

If possible, SWT would request that MCDOT obtain a digital copy of the 2003 FCPCMP from previous consultant (BAS). SWT will not change the document format, only insert pages will be provided, which is acceptable to the reviewing agencies.

*Deliverables:*

- ◆ Three copies of the draft 2012 FCP shall be submitted to MCDOT for review and comment.
- ◆ Five copies of the FCP incorporating MCDOT review comments.
- ◆ One copy of the FCP in PDF and MS Word format on CD-ROM.

## **Task 5.2 Update 2003 Final Post-Closure Maintenance Plan**

The intent of updating the Final Post-Closure Maintenance Plan (FPCMP) will be to specify monitoring, inspection, repair, and maintenance methods that will be necessary to maintain the integrity and performance of the ultimate final cover, drainage, and monitoring systems during the required 30-year post-closure maintenance period. All of these components were covered in the 2003 version of the document and SWT will revisit these parts to verify conformance with 27 CCR. SWT will review the FPCMP for compliance with any new requirements and incorporate changes made to the 2003 FCP as described in Task 5.1. SWT will also update the post-closure cost estimate. The FPCMP shall, at a minimum, contain the following sections:

- ◆ Description of existing environmental control systems and monitoring procedures (including water quality monitoring and landfill gas monitoring systems).
- ◆ Proposed post-closure end use of the property.
- ◆ Final cover maintenance.
- ◆ Drainage control system maintenance.
- ◆ Site security maintenance.
- ◆ Landscaping and vegetative cover maintenance.
- ◆ Access road maintenance.
- ◆ Settlement monitoring.
- ◆ Personnel and equipment requirements (if appropriate).
- ◆ Emergency Response Plan to meet the requirements of 27 CCR, Section 21130.

The existing post-closure cost estimates will also be modified to account for any change from the existing FPCMP.

The FPCMP will be certified by a Professional Civil Engineer registered in the State of California.

### **Deliverables:**

- ◆ Three copies of the draft 2012 FPCMP shall be submitted to MCDOT for review and



comment.

- ◆ Five copies of the FCPCMP incorporating MCDOT review comments.
- ◆ One copy of the FCPCMP in PDF and MSWord format on CD-ROM.

It should be noted that the FCPCMP (Tasks 5.1 and 5.2) will be combined and submitted as one document as required under 27 CCR.

### **Task 5.3 Respond to Regulatory Agency Comments on the 2003 FCPCMP**

In addition to the work described in Tasks 5.1 and 5.2, the SWT Team will also incorporate responses to agency comments that were made on the 2003 FCPCMP. The objective of this task is to address regulatory agency comments that were made on the 2003 FCPCMP in order to gain approval of the document from the LEA, CalRecycle, and the North Coast RWQCB. SWT will address the written comments from CIWMB received in 2004 and the recently received verbal comments from the North Coast RWQCB included in the RFP. All responses to comments will be incorporated into the updated 2012 FCPCMP as insert pages and submitted to the agencies in the current format concurrent with the activities outlined in Tasks 5.1 and 5.2.

#### **A. TASK 6.0 REGULATORY AGENCY LIAISON/COORDINATION ASSISTANCE**

The SWT Team will assist MCDOT with liaison/coordination of the LEA, CalRecycle, and the North Coast RWQCB to get review comments on the updated 2012 FCPCMP for eventual processing and approval. SWT will also be available to meet with the agencies/MCDOT two times during the course of the agency review and comment period. All activities completed under this task will be billed on a time and material basis up to the proposed budget. SWT will notify MCDOT once the budget has been expended to 90 percent and based on project progress will provide MCDOT with an estimate of fees to complete this task. SWT will assist with any presentations and/or public meetings, as requested within the proposed budget.

#### **B. TASK 7.0 RESPOND TO REGULATORY AGENCY REVIEW COMMENTS ON THE 2012 FCPCMP**

The SWT Team will address any further comments on the updated 2012 FCPCMP in order to obtain final approval of the document. The SWT Team will address comments from the LEA, CalRecycle, and the North Coast RWQCB on the FCPCMP. All responses to comments will be incorporated into the FCPCMP as insert pages with only those pages changed, as necessary, and in the same format.

SWT has estimated a cost for responding to agency comments, which will be expended on a time-and-materials, not-to-exceed basis without prior written approval from MCDOT. Once SWT has reached 90 percent of the proposed fee estimate for Task 7.0, a request for additional funds will be made to MCDOT.

### Deliverables:

- ◆ Two copies of draft updated FCPCMP text, figures/drawings, tables, and/or appendices addressing regulatory agency review comments shall be submitted to MCDOT for review and comment.
- ◆ Five copies of the finalized updated FCPCMP text, figures/drawings, tables and/or appendices incorporating MCDOT review comments.

## **TASK 8.0 CEQA REVIEW/ENVIRONMENTAL ASSESSMENT**

### **Work Program**

This work program was developed so that the environmental review process is carried out in accordance with the CEQA and the County-adopted CEQA guidelines procedures. The scope of services to complete the CEQA Review/Environmental Assessment includes: (1) the provision of competent, effective project and task management; (2) incorporation of technical studies and analysis; (3) preparation of the environmental documentation (i.e., Initial Study/Mitigated Negative Declaration [IS/MND]); (4) processing of the environmental documentation and public participation; (5) preparation of the final environmental document; and (6) preparation of CEQA notices. These objectives will be achieved through the completion of several work tasks. Each of these work tasks has been identified and described below. Additionally, SWT's environmental subconsultant has assumed that either a Negative Declaration or Mitigated Negative Declaration will be prepared in support of the SCL Final Closure Project. This scope does not include services associated with a more extensive environmental assessment (e.g., Environmental Impact Report, also known as an EIR).

### **Task 8.1 Project Initiation/Coordination**

SWT Team member KKC will be responsible for managing and coordinating all of the work to be undertaken to prepare the required environmental document (i.e., proposed Negative Declaration). Project coordination will be an integral part of the planning process. As such, the SWT Team will coordinate and schedule a project meeting as the first step of the CEQA Review/Environmental Assessment process, followed by a second meeting to coordinate the completion of the draft document. The initial meeting will be held at the first available time after the contract has been awarded and as appropriate within the overall project schedule. Participants in the meeting will include representatives of the MCDOT, SWT, KKC, and other project representatives deemed necessary to provide direction in the planning and environmental review process for the proposed FCPCMP. Topics of discussion will include the definition of the project description, identification of responsible agencies and sources of information, and the project schedule. The second meeting will occur prior to distribution of the Draft Initial Study/Negative Declaration at which time distribution of the document will be finalized and the remainder of the project schedule will be confirmed. A final meeting, if determined necessary, will be conducted with MCDOT to discuss comments received on the proposed (Mitigated) Negative Declaration and any specific issues related to the preparation of adequate responses.

In summary, this task will include the following subtasks:

- ◆ Consultation and coordination of the proposed project and environmental document with the MCDOT to ensure that the agency's policies are incorporated into the Draft environmental document;
- ◆ Assurance that the Draft environmental document meets the requirements of CEQA, the State CEQA Guidelines, and the MCDOT CEQA procedures; and
- ◆ Coordination of up to three meetings as indicated above.

## **Task 8.2 Technical Studies (Subconsultants)**

Because the subject property has been altered as a result of grading that was necessary to accommodate SCL disposal operations, a walkover survey for cultural resources/paleontological will not be undertaken. However, the SWT Team will conduct a records survey at the regional clearinghouse to determine the location(s) of any archaeological/cultural resource sites that may have been recorded on the subject property and/or within a one-mile radius of the site. The results of the records surveys will be documented in the Initial Study prepared for the proposed project.

In addition to conducting record searches for the cultural and scientific resources, it will also be necessary to undertake three technical studies, including those for: (1) air quality/climate change (greenhouse gases [GHG]); (2) noise; and (3) biological resources, which will be submitted to KKC for inclusion in the analysis presented in the IS/MND. These technical studies, which will be conducted by the project team members, are identified below:

Air Quality/GHG Analysis    Giroux & Associates

Noise Analysis                      Giroux & Associates

Biological Surveys                North Coast Resource Management (Calpella, CA)

Aquatic Biological Survey    Ross Taylor and Associates (McKinleyville, CA)

The scopes of each of the special studies included in this scope of work are provided below:

### **Air Quality Analysis (Giroux & Associates)**

Giroux & Associates will prepare a construction phase air quality analysis, which will quantify the temporary air pollutant emissions associated with the proposed improvements. Specifically, the air quality analysis will include the following:

- ◆ Update the atmospheric environmental setting for the project area based on data from the nearest Mendocino County Air Quality Management District (AQMD) air monitoring station.

- ◆ Calculate temporary construction activity emissions using procedures acceptable to the Mendocino County AQMD.
- ◆ Prepare a local significance threshold (LST) analysis for construction activity emissions pursuant to the Mendocino County AQMD Guidelines.
- ◆ Provide a discussion of project-related GHG emissions based on currently accepted thresholds of significance.
- ◆ Discuss project consistency with the Mendocino County Air Quality Management Plan in terms of land use planning consistency.
- ◆ Identify any potentially applicable mitigation measures, particularly those focused on the short-term final closure construction activities.

#### **Noise Analysis (Giroux & Associates)**

Giroux & Associates will also prepare a noise analysis, which will identify and describe potential noise impacts associated with the proposed improvements. Specifically, the noise analysis will include the following:

- ◆ Conduct on-site noise measurements and traffic observations to calibrate the noise prediction model for site-specific traffic speeds, truck mixes, and day/night vehicle mixes.
- ◆ Coordinate adoption of the appropriate significance threshold as a basis for any subsequent significance findings.
- ◆ Identify all receivers that may be adversely affected by project implementation in terms of traffic noise.
- ◆ Evaluate the range of mitigation options to meet the 45 dB CNEL interior standard if exterior facade levels cannot be reduced to 65 dB CNEL at any affected areas.

KKC will be directly subcontracted to SWT and Giroux & Associates costs will be included in KKC's fee estimate.

#### **Biological (Wildlife) Assessment (North Coast Resource Management)**

The following scope of work for the SCL FCPCMP includes time for preliminary research, field surveys, and preparation of Biological Assessment and Northern Spotted Owl Consultation. Required and/or additional time to complete the surveys and reports will depend on the findings of initial research and field inspections.

General wildlife surveys would likely begin in March 2012 and possibly continue through July. The extent of necessary field survey will depend on the potentially-occurring sensitive species. For example, the current survey protocol for the Northern Spotted Owl (NSO) consists of six visits per year for two years. Therefore, the extent of

necessary surveys will depend on the lead agencies requested information level. North Coast Resource Management will conduct the following services:

- ◆ Preliminary Research – Query and review the Biogeographic Information and Observation System (BIOS), California Natural Diversity Data Base (CNDDB), and California Wildlife Habitat Relationships (CWHR) databases and reports for potentially occurring special status or sensitive wildlife species. Prepare field survey maps and aerial Photos.
- ◆ Biological and NSO Surveys – Biological Survey(s) to evaluate the current habitat types, collect a basic inventory of wildlife species present, and to identify any sensitive resources. NSO Protocol Surveys (six visits). Biological resources identified will be mapped and noted for further evaluation.
- ◆ Biological Assessment and NSO Consultation – Provide a Biological Assessment of the survey findings; including recommendations for avoiding impacts to sensitive resources. Provide a NSO consultation. Complete project maps, including any significant findings, relative to the Biologist Assessment.

#### **Aquatic Biological Survey (Ross Taylor and Associates)**

Ross Taylor and Associates maintains state and federal permits to capture and handle listed salmonids in northern California and will provide the following services:

- ◆ Population estimates of stream-dwelling fish. Mark-recapture and/or depletion methods with electro-fishing equipment. Modified Hankin-Reeves methodology (direct observation calibrated with electro-fishing).
- ◆ Presence/absence verification surveys with electro-fishing and/or snorkeling.
- ◆ Fish relocation in conjunction with stream crossing replacement projects. Have worked with private contractors, city, county, and state entities in providing this service.
- ◆ Out-migrant trapping of juvenile salmonids in small streams.
- ◆ Spawning surveys for Chinook salmon, Coho salmon, steelhead, and all species of trout.

KKC, North Coast Resource Management, and Ross Taylor and Associates will be subcontracted directly to SWT.

#### **Task 8.3 Initial Study/Mitigated Negative Declaration**

KKC will be responsible for the preparation of the Initial Study for the proposed landfill closure project. Based on a review of the State CEQA Guidelines, it would appear that the proposed project is neither statutorily nor categorically exempt. Therefore, it would be subject to CEQA review. In order to achieve the objective of preparing a Negative Declaration, the Initial Study must necessarily be extensive and thorough. Each of the

topics identified on the MCDOT environmental assessment form or, if desired by MCDOT, on the State CEQA Guidelines will be analyzed to document the nature and extent of any potential environmental consequences (and the need for mitigation). The specific purpose of the analysis will be to document the lack of adverse environmental impacts associated with the proposed final landfill closure construction to support the environmental determination that no significant impacts will occur as a result of project implementation.

Based on the proposed landfill closure project, it is anticipated that any potentially significant environmental impacts that would be anticipated can be mitigated, resulting in the preparation of a Mitigated Negative Declaration. As reflected above and in the work program, the SWT Team has presented a scope of work for the preparation of an IS/MND. However, should it be determined during the preparation of the Initial Study that potentially significant unavoidable adverse environmental impacts would result from project implementation and/or that those impacts cannot be mitigated to a less than significant level, it will not be possible to prepare a Mitigated Negative Declaration. Rather, a Draft EIR must be prepared to address the potential adverse impacts. The work program, however, does not reflect the level of effort necessary to prepare an EIR. Therefore, a scope of work and estimated budget will be developed if the MCDOT makes such a determination.

The proposed IS/MND will be submitted to the MCDOT for review and comment. The SWT Team will revise the Initial Study based on the comments made by MCDOT staff and prepare the Draft IS/MND. Once completed, the Draft document will be distributed for a 30-day public review and comment period as required by the State CEQA Guidelines for local project. The SWT Team will be responsible for distributing the document to the list of recipients developed in concert with the MCDOT staff and SWT. These documents will be delivered via certified mail. The SWT Team will prepare the Notice of Intent (NOI) to Adopt a Negative Declaration for posting by MCDOT at the Mendocino County Clerk/Recorder's office.

#### **Task 8.4 Preparation of the Final Negative Declaration**

The SWT Team will prepare written responses to all comments received during the public review and comment period. These responses will be submitted to the MCDOT for review prior to completion of the Final Negative Declaration. It is important to note that the budget identified below reflects a limited amount of public comments. This budget may be updated if, after a thorough review of all comments received on the Draft Negative Declaration, it is determined that there is inadequate budget to respond to all of the comments received on that document.

#### **Task 8.5 Public Hearings**

If requested by MCDOT staff, the SWT Team will attend two public hearings, including one hearing before the Mendocino County Planning Commission and one hearing before the Mendocino County Board of Supervisors (BOS). The SWT Project Manager and KKC Task Manager will attend the public hearings and will be responsible for making all presentations and responding to questions raised during the public hearings.

Should additional hearings be required, they will be charged at the appropriate hourly rate.

#### **Task 8.6      Legal Notice, Notice of Determination and California Department of Fish & Game Fee Exemption Form**

The SWT Team will be responsible for preparing both the requisite legal notice for the public advertisement and the Notice of Determination (NOD) forms that must be filed with the Mendocino County Clerk/Recorder and the State Clearinghouse. Once completed, these forms will be submitted to MCDOT for review and endorsement. The NOD must be filed with the Mendocino County Clerk-Recorder and State Clearinghouse within five days of BOS approval. It is important to understand that neither the filing fee associated with the NOD nor the California Department of Fish & Game (CDFG) Impact Fee are included in the budget and will be the responsibility of the MCDOT (i.e., project applicant).

#### **TASK 9.0      PREPARE CONSTRUCTION-LEVEL ENGINEERING DESIGN PLANS**

##### **B.** **Drawings**

##### **Final Cover Design**

Construction-level engineering design plans will be prepared by the SWT Team in coordination with MCDOT staff. The drawings will consider/reflect regulatory agency concerns/issues, updated topographic contour information, geotechnical design constraints, and geotechnical investigation findings as related to final grading, drainage and erosion control, settlement monuments, and survey control included in the approved 2012 FCPCMP. It is assumed that: (1) digital drawing information for the limits of approved (permitted) closure to SWT prior to start of work and; (2) an updated Construction Quality Assurance (CQA) Plan will be prepared by the SWT Team for inclusion in the Bid Package.

The engineering design plans will be modified based on the updated FCPCMP drawings relative to final grading contours and other final closure improvements. Detail sheets for the final cover system design elements will also be provided. The drawings will be prepared in a digital format (AutoCAD Civil 3D 2011) to a scale of 1" = 50' (minimum). Details of the design will be shown on the detail sheets and will be cross-referenced to the plans. A disk copy of the drawing files will be supplied to MCDOT with representative hard copy drawings of their content. It is estimated that approximately 8 to 10 sheets will be necessary to prepare the SCL FCPCMP set.

SWT will prepare the Final Closure Construction Drawings based on a foundation layer consisting of the existing landfill cover soils, a 60-mil textured LLDPE geomembrane barrier layer, a one-foot thick gravel drainage layer, an 8-ounce geotextile layer to prevent piping into the gravel layer, and a 2-foot thick vegetative soil layer.

The construction drawings will, at a minimum, include the following sheets:

- ◆      Cover Sheet

- ◆ Site Location and Map
- ◆ Final Grading and Drainage Plan (two sheets)
- ◆ Final Drainage Control System Details
- ◆ Erosion Control Plan
- ◆ Erosion Control Details

**Deliverables:**

- ◆ Two copies of the 70-percent engineering design plans shall be submitted to MCDOT for review and comment. These drawings will be utilized for the FCPCMP submittal.
- ◆ Four copies of the finalized engineering design plans incorporating MCDOT's review comments. The final drawings will be incorporated into the Construction Drawing Bid Set.
- ◆ CD-ROM with a copy of drawings in AutoCAD Civil 3D 2011 format.

**Hydrology Narrative**

The existing site hydrology study will be reviewed and utilized to size and check drainage element calculations. Pursuant to the site's WDRs, drainage elements are required to be sized to accommodate the 100-year, 24-hour frequency storm event for the updated finished surface geometry.

SWT will prepare a summary hydrology evaluation narrative including drainage improvement sizing calculations.

**Deliverables:**

- ◆ The final hydrology narrative will be included as an appendix to the FCPCMP.

**TASK 10.0 PROJECT ADMINISTRATION/COORDINATION AND MEETINGS**

SWT will provide project administration services including project schedule development, tracking and updating budgets, invoicing, and activity reporting. The SWT Project Manager will also coordinate activities of SWT Team member GLA, as well as interface with MCDOT and the regulatory agencies, if requested. This task also includes budget for up to six meetings throughout the project.

The SWT Project Manager will provide general administration of the contract, track budget performance and task scheduling, conduct regular progress meetings, document scope changes, provide MCDOT with required monthly invoice activity reports, and generally coordinate all efforts related to the project within the bounds of the scope as directed by MCDOT.



*Deliverables:*

- ◆ Master Project Schedule
- ◆ Monthly Billing Activity Reports
- ◆ Meeting Minutes

[END OF SCOPE OF WORK]

## **EXHIBIT B**

### **PAYMENT TERMS**

#### **ENGINEERING DESIGN SERVICES — SOUTH COAST LANDFILL FINAL CLOSURE PROJECT**

CONSULTANT will provide the professional services described in this proposal on a time-and-materials cost basis for the estimated fee of \$xxxxx for Tasks x through x as shown in Exhibit A with a breakdown of each task. The time and materials price and scope of work are based on information available to CONSULTANT at this time. CONSULTANT will undertake efforts to accomplish each task as described in this proposal. If conditions change, or if unforeseen circumstances are encountered, CONSULTANT will request an equitable adjustment to the estimated costs.

1. COUNTY shall pay CONSULTANT for all work required in the satisfactory completion of this Agreement in accordance with Consulting Services Cost Estimate outlined in item 6 below.
2. CONSULTANT's statement of charges shall be submitted to the COUNTY on a monthly basis.
3. Partial payments shall be made to the CONSULTANT by the COUNTY on a monthly basis in accordance with applicable charges for time-and-expense work that may be authorized by the COUNTY. In no event shall the amount paid to the CONSULTANT exceed the total contract amount without prior written approval of the COUNTY.
4. Payments for work completed by CONSULTANT will be made by COUNTY within 30 days of receipt of CONSULTANT's invoice. SWT reserves the right to discontinue services if payments are not made in a timely manner.
5. CONSULTANT agrees that the cost principles and procedures of Title 48, Part 31, Code of Federal Regulations shall be used to determine the allowability of individual items of cost.
6. The compensation payable to CONSULTANT hereunder shall not exceed the authorized contract amount for the term of this Agreement. The CONSULTANT shall invoice the COUNTY based on the attached rate schedule.

[END OF PAYMENT TERMS]

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

#### **ENGINEERING DESIGN SERVICES — SOUTH COAST LANDFILL FINAL CLOSURE PROJECT**

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONSULTANT agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of negligent acts, errors and omissions in performance of this Agreement by CONSULTANT, but only to the extent CONSULTANT is determined to be culpable by a court of competent jurisdiction, including same apportionment to County's legal defense costs.

CONSULTANT affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self insurance in accordance with the provisions of the Code and CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all subconsultants similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONSULTANT'S and subconsultants' employees.

CONSULTANT shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability/Professional Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

c. Professional Liability coverage - \$1,000,000 per claim.

[END OF INSURANCE REQUIREMENTS]