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## CONTRACT

**THIS CONTRACT**, hereinafter referred to as “Contract” for purposes of identification hereby numbered MA-299-23010509, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County” and GeoLogic Associates, Inc., hereinafter referred to as “A-E,” which are sometimes individually referred to as “Party” or collectively referred to as “Parties.”

### RECITALS

**WHEREAS**, COUNTY requires professional services to accomplish projects and/or services (“PROJECTS/SERVICES”) as described in MA-299-23010509 Scope of Work for QVL for On-Call Landfill Services, hereinafter referred to as “Attachment A,”; and

**WHEREAS**, A-E is a firm whose principals are, as required by law, registered by the State of California for the practice of specialized A-E services per the attached Scope of Work.

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

### 1. GENERAL

#### 1.1. Retainer

1.1.1. County does hereby retain A-E to perform the Projects/Services as required by this Contract.

1.1.2. A-E has offered, and County has accepted, the professional services of Fouad Mina and A-E shall assign him/her to the Projects/Services.

1.1.3. A-E may employ special consultants/contractors for the accomplishment of the Projects/Services specified; and only the firms or independent consultants/contractors identified in Attachment C may be employed by A-E to provide these Projects/Services.

1.1.4. Consultants/contractors may be substituted and/or added by mutual Contract of A-E and the Director, County of Orange, OC Public Works or his designee, hereinafter referred to as “Director”.

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

#### 1.2. Projects/Services

##### 1.2.1. Description of Projects/Services

- a. Project/Services to be performed by A-E shall consist of the work as specified herein and as required in Attachment A, attached hereto and incorporated herein by reference. If in the event Attachment A shall be in conflict with any provision of this Contract, the wording as set forth in Attachment A shall prevail.
- b. A-E shall be responsible for submitting all Projects/Services to County in a form which

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has been thoroughly reviewed and checked for completeness, accuracy and consistency by the registered professional named in Section 1.1.2 herein; and, any Projects/Services not meeting this requirement will be returned to A-E prior to review by County.

### **1.2.2. Design Criteria and Standards**

All Projects/Services shall be performed in accordance with instructions, criteria and standards set forth by the Director.

### **1.2.3. Scheduling**

- a) Concurrently with the work of the Contract, A-E shall prepare a progress work schedule and within five (5) working days from the date of receipt of individual assignments from County, A-E shall submit to County two (2) copies of a progress work schedule which shall delineate dates of commencement and completion of the various phases of Projects/Services assignments. A-E schedule shall include required County review period(s) set forth herein. An approved copy of the progress schedule will be returned to A-E.
- b) A-E shall allow at least five (5) working days for County review of progress work schedule. In planning work, A-E should anticipate and allow ten (10) working days for County review of each submittal required in Attachment A.
- c) A-E shall meet on an as-needed basis as determined by County or at least once every four (4) weeks with County to review progress of work, adherence to progress schedule, coordination of work, scheduling of seminars, if needed, and to resolve any problems that may develop.
- d) Within five (5) working days of each meeting, A-E shall prepare a brief memorandum summarizing the results of the meeting and shall submit it to County for concurrence.
- e) A-E shall complete all the work of Projects/Services and obtain all approvals by the County within the time frame indicated in Attachment A except A-E shall not be responsible for any delay beyond the control of A-E.
- f) In the event A-E fails to complete the work and obtain the approval of Director in the time allowed, County shall have the option of completing the work by its own forces or by contract with another firm. The time allowed for A-E to complete the Projects/Services pursuant to this Contract shall be extended for delay caused by County in completing its work pursuant to this Contract which delay exceeds the agreed County review and/or approval time periods.

### **1.3. Assistance by County Staff**

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

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

**1.4. Term and Maximum Compensation**

The term of this Contract is for three (3) years commencing upon Board of Supervisor approval or upon execution of all necessary signatures, whichever occurs later, with the option to renew or extend for up to two (2) additional years with Board of Supervisors approval, **WITH THE MAXIMUM ALLOWABLE COMPENSATION OF THREE MILLION DOLLARS (\$3,000,000)**, except as permitted in Paragraph 1.5 below.

**1.5. A-E Compensation and Extra Work**

**1.5.1.** For the Projects/Services authorized under this Contract, A-E shall be compensated in accordance with the following:

**1.5.2.** For completion and approval of all Projects/Services where "Extra Work" (defined as changes in approved portions of the Project/Services required by and ordered in writing by Director which changes constitute a change in or departure from said approved portions of Projects/Services) is not authorized, compensation including reimbursables shall be described and payable as stipulated in Fee Schedule, herein after referred to as "Attachment B", attached hereto and incorporated herein by reference.

**1.5.3.** Where Extra Work is authorized for Projects/Services:

- a) The amount for Extra Work shall be determined using Attachment B. Extra Work shall be required by and ordered in writing by Director. If this Contract is not approved by the Board of Supervisors, any change that increases the cumulative Contract price beyond \$200,000 must be approved by the Board. Increases in the Contract amount for services within the existing scope of work may be granted by the Director where the amount does not exceed 25 percent of the existing Contract price or \$200,000, whichever is less.
- b) A-E's billing for the Extra Work shall include but not be limited to names of A-E's staff employed in the Extra Work, classification of employees and number of hours worked.

**1.5.4.** For partial completion of work of Projects/Services followed by default on part of A-E:

- a) For failure to complete and secure approval of the first required submittal, there shall be no compensation.
- b) For failure to complete and secure approval of other authorized phases, A-E shall, upon completion of Projects/Services by others, be entitled to receive compensation based on approved work of Projects/Services not to exceed the amounts specified in Attachment A for that particular submittal, plus the reasonable value as determined by County of the non-approved work; provided, however, that if the cost to County to complete the contract exceeds the amount specified herein, A-E shall be liable to County for such excess costs attributable to A-E's breach of the Contract.

**2. LABOR****2.1 Non-Employment of County Personnel**

**2.1.1** A-E agrees that it will neither negotiate, offer, or give employment to any full-time, regular employee of County in professional classifications of the same skills required for the

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performance of this Contract who is involved in this Project in a participatory status during the life of this Contract regardless of the assignments said employee may be given or the days or hours employee may work.

- 2.1.2** Nothing in this Contract shall be deemed to make A-E, or any of A-E's employees or agents, agents or employees of the County. A-E shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work, provided that A-E is in compliance with the terms of this Contract. Anything in the Contract which may appear to give County 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.

## **2.2 Non-Discrimination**

- 2.2.1** In the performance of this Contract, A-E agrees that it will comply with the requirements of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons.
- 2.2.2** A-E acknowledges that a violation of this provision shall subject A-E to all the penalties imposed for a violation of the California Labor Code.

## **2.3 Employee Eligibility Verification**

A-E warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens, and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. A-E shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations, including but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324 et seq., as they currently exist and as they may be hereafter amended. A-E shall retain all such documentation for all covered employees for the period prescribed by the law.

## **2.4 Independent Contractor**

- 2.4.1** As referenced in Section 2.1.2 of this Contract, A-E shall be considered an independent contractor.
- 2.4.2** Neither A-E, its employees nor anyone working under A-E shall qualify for workers' compensation or other fringe benefits of any kind through County.

## **2.5 Conflict of Interest Contractor Personnel**

- 2.5.1** The A-E shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the A-E; the A-E's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and Projects/Services hereunder.
- 2.5.2** A-E's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from: making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

## **2.6 Labor Code Notice**

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

### **3. INSURANCE**

#### **3.1 Insurance Requirements and Endorsements**

**3.1.1** Prior to the provision of services under this Contract, the A-E agrees to purchase all required insurance at A-E’s expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. A-E agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County 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 Contract shall obtain insurance subject to the same terms and conditions as set forth herein for A-E.

**3.1.2** A-E shall ensure that all subcontractors performing work on behalf of A-E pursuant to this Contract shall be covered under A-E's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for A-E. A-E shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from A-E under this Contract. It is the obligation of A-E to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by A-E through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

**3.1.3** All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of A-E's current audited financial report. If A-E's SIR is approved, A-E, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from A-E's, its agents, employee's or subcontractor's performance of this Contract, A-E shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. A-E's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the A-E's SIR provision shall be interpreted as though the A-E was an insurer and the County was the insured.

**3.1.4** 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.

A. **Qualified Insurer**

1. The policy or policies of insurance must be issued by an insurer with a minimum

rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including converge for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims made or per occurrence \$2,000,000 aggregate
Environmental/Pollution Liability*  <i>*(Optional coverage to be required only when hazardous materials are involved. If required, A-E will be notified by County).</i>	\$1,000,000 per claims made or occurrence

B. Required Coverage Forms

1. The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage as broad.
2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

C. Required Endorsements

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
  - a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the **County of Orange and their respective elected and appointed officials, officers, employees and agents** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT**.

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- b. A primary non-contributing endorsement using ISO form CG 20 01 0413, or a form at least as broad evidencing that A-E's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
    2. (*Optional coverage to be required only when hazardous materials are involved. If required A-E will be notified by County*). The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
      - a. An Additional Insured endorsement naming the ***County of Orange and their respective elected and appointed officials, officers, employees and agents*** as Additional Insureds.
      - b. A primary non-contributing endorsement evidencing that A-E's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
    3. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against ***the County of Orange and their respective elected and appointed officials, officers, employees and agents***, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN AGREEMENT***.
    4. All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.
    5. A-E shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.
    6. If A-E's Professional Liability and/or Pollution Liability policy is a claims-made policy, A-E shall agree to maintain professional liability and/or Pollution Liability coverage for two (2) years following completion of Contract.
    7. The Commercial General Liability policy shall contain a severability of interest's clause (standard in the ISO CG 001 policy).
    8. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.
    9. If the A-E fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.
    10. 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.

11. County shall notify A-E in writing of changes in the insurance requirements. If A-E does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to A-E, and County shall be entitled to all legal remedies.
12. 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.

#### **4. INDEMNITY/COMPLIANCE**

##### **4.1 Indemnification**

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

**4.1.2 All Projects/Services submitted by A-E shall be complete and shall be carefully checked prior to submission. A-E understands that County's checking is discretionary, and A-E shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving A-E's Projects/Services, the Projects/Services will be returned to A-E for correction. Should County or others discover errors or omissions in the work submitted by A-E after County's approval thereof, County's approval of A-E's Projects/Services shall not be used as a defense by A-E.**

**4.1.3 A-E agrees to, indemnify, defend with counsel approved in writing by County, and hold County and their elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the A-E. If judgment is entered against A-E and County by a court of competent jurisdiction because of the concurrent active negligence of A-E and County or County Indemnitees, A-E and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve A-E of any insurance requirements or obligations created elsewhere in this Contract.**

##### **4.2 Bills and Liens**

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

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**4.3 Compliance with Laws**

- 4.3.1** A-E represents and agrees that services to be provided under this Contract shall fully comply, at A-E's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the Projects/Services at the time Projects/Services are provided to and accepted by County.
- 4.3.2** A-E acknowledges that County is relying on A-E for such compliance, and pursuant to the requirements of the indemnification paragraph above, **A-E agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.**

**5. TERMINATION****5.1 Termination of Contract for Cause**

- 5.1.1** If A-E breaches any of the covenants or conditions of this Contract, County shall have the right to terminate this Contract upon ten (10) days written notice prior to the effective day of termination.
- 5.1.2** A-E shall have the opportunity to cure the alleged breach prior to termination.
- 5.1.3** In the event the alleged breach is not cured by A-E prior to termination, all work performed by A-E pursuant to this Contract, which work has been reduced to plans or other documents, shall be made available to County.

**5.2 Termination for Convenience**

- 5.2.1** Notwithstanding any other provision of the Contract, County may at any time, and without cause, terminate this Contract in whole or in part, upon not less than seven (7) calendar days' written notice to the A-E. Such termination shall be effected by delivery to the A-E of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated.
- 5.2.2** A-E shall immediately stop work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by County.
- 5.2.3** County shall pay the A-E for the Work completed prior to the effective date of the termination, and such payment shall be the A-E's sole remedy under this Contract.
- 5.2.4** Under no circumstances will A-E be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph.
- 5.2.5** A-E shall insert in all subcontracts that the subcontractor shall stop work on the date of and to the extent specified in a notice of termination and shall require subcontractors to insert the same condition in any lower tier subcontracts.

**5.3 Breach of Contract**

The failure of the A-E to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event, in addition to any other

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remedies available at law, in equity, or otherwise specified in this Contract, the County may:

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

#### **5.4 Default**

**5.4.1** In the event any equipment or service furnished by the A-E in the performance of this Contract should fail to conform to the specifications therein within one (1) calendar year from the County's acceptance of the equipment or service, or any performance period specifically specified within the specifications or Contract, whichever is greater, the County may reject same, and it shall become the duty of the A-E to reclaim and remove the items without expense to the County and to immediately replace all such rejected equipment or service with others conforming to such specifications, provided that should the A-E fail, neglect or refuse to do so within one hundred and twenty (120) calendar days, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment or service and to deduct from any monies due or that may thereafter become due to the A-E the difference between the price specified in this Contract and the actual cost to the County.

**5.4.2** In the event the A-E shall fail to make prompt delivery as specified of any equipment or service, the same conditions as to the rights of the County to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.

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

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

**5.4.5 Orderly Termination:** Upon termination of this Contract for any reason, each Party shall assist the other Party in transferring all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party, including all data and any unfinished, preliminary or draft documents. Each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of performance of this Contract.

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

## **6. MISCELLANEOUS**

### **6.1 Laws to be Observed**

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

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Projects/Services.

**6.2 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, as an impermissible conflict of interest, the award of a contract for the construction of the project(s) on which A-E performed architectural-engineering services under this A-E Contract. A-E is hereby informed that these statutes and regulations could also prohibit the award to A-E of design or other contracts on future phases related to tasks performed by A-E under this Contract. This prohibition applies also to a subcontractor of or parent company of the firm that performed architectural-engineering tasks under this Contract.

**6.3 Amendments**

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

**6.4 Successors and Assigns**

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

**6.5 Entirety**

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

**6.6 Severability**

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

**6.7 Binding Obligation**

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

**6.8 Governing Law and Venue**

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

**6.8.2** The Parties specifically agree that by soliciting and entering into and performing Projects/Services under this Contract, the A-E shall be deemed to constitute doing business within Orange County from the time of solicitation of work, through the period when all Projects/Services under this Contract is completed, and continuing until the expiration of any

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applicable limitations period.

**6.9 Intentionally Omitted**

**6.10 Ownership of Documents**

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

**6.10.2** A-E, at County's direction and upon County's request, shall transmit and convey to County all such data described in Section 6.10.1 above, in native format and regardless of whether such data constitutes a draft, preliminary, or final document within three (3) business days. Failure by A-E to promptly comply with such direction and request by County shall constitute a material breach of A-E's responsibilities under this Contract

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

**6.11 Confidentiality**

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

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

**6.11.3** A-E and/or anyone acting under the supervision of A-E shall not use County name or insignia, photographs of the work, or any other publicity pertaining to the work in any magazine, trade paper, newspaper, or other medium without the express written consent of County.

**6.12 Publication**

**6.12.1** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by A-E and/or anyone acting under the supervision of A-E to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

**6.12.2** The A-E agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort

under this Contract. A-E must first obtain review and approval of said media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. A-E's are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County Project Manager.

### **6.13 Records and Audit/Inspections**

**6.13.1** A-E shall keep an accurate record of time expended by A-E and/or consultants employed by A-E in the performance of this Contract.

**6.13.2** Within ten (10) days of County's written request, A-E shall allow County or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, timecards or other records relating to this Contract.

**6.13.3** A-E shall keep such material, including all pertinent cost accounting, financial records, and proprietary data for a period of three (3) years after termination or completion of the Contract or until resolution of any claim or dispute between the Parties, whichever is later.

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

### **6.14 Notices**

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

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

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

For A-E:           GeoLogic Associates, Inc.  
                      2777 E. Guasti Road, Suite 1  
                      Ontario, CA 91761  
                      Attn: Fouad Mina  
                      Phone: 951-858-3291  
                      E-mail: [fmina@geo-logic.com](mailto:fmina@geo-logic.com)

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For COUNTY: OC Waste & Recycling  
601 N. Ross Street, 5<sup>th</sup> Floor  
Santa Ana, CA 92701  
Attn: Grace Felix  
Phone: 714-834-2652  
E-mail: [Grace.Felix@ocwr.ocgov.com](mailto:Grace.Felix@ocwr.ocgov.com)

cc: OC Public Works Procurement Services  
601 N. Ross St.,  
Santa Ana, CA 92701  
Attn: Nicholas Murray  
Phone: 714-667-1659  
E-mail: [Nicholas.Murray@ocpw.ocgov.com](mailto:Nicholas.Murray@ocpw.ocgov.com)

**6.15 Attorney's Fees**

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

**6.16 Interpretation**

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

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

**6.16.3** Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both.

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

**6.16.5** The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

**6.17 Headings**

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

**6.18 Acceptance**

Unless otherwise agreed to in writing by County acceptance shall not be deemed complete unless in writing and until all the services have actually been received, inspected, and tested to the satisfaction of County.

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**6.19 Changes**

A-E shall make no changes in the work or perform any additional work without the County's specific written approval.

**6.20 Assignment**

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

**6.21 Changes in Ownership**

A-E agrees that if there is a change or transfer in ownership, including but not limited to merger by acquisition, of A-E's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume A-E's duties and obligations contained in this Contract and to obtain the written approval of County of such merger or acquisition, and complete the obligations and duties contained in the Contract to the satisfaction of County. A-E agrees to pay, or credit toward future work, County's costs associated with processing the merger or acquisition.

**6.22 Force Majeure**

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

**6.23 Calendar Days**

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

**6.24 Title to Data**

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

**6.24.2** All materials, documents, data, or information, including copies furnished by County and loaned to A-E for his temporary use, must be returned to the County at the end of this Contract unless otherwise specified by the Director.

**6.25 Availability of Funds**

The obligation of County is subject to the availability of funds appropriated for this purpose,

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and nothing herein shall be construed as obligating the County to expend or as involving the County in any contract or other obligation for future payment of money in excess of appropriations authorized by law.

**6.26 Contingency of Funding**

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

**6.27 Contract Construction**

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

**6.28 Conflicts of Interest**

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

**6.28.2** If subject to the Act, A-E shall conform to all requirements of the Act. Failure to do so shall constitute a material breach and is grounds for immediate termination of this Contract by County. Pursuant to Section 4.1 "Indemnification", A-E shall indemnify and hold harmless County for any and all claims for damages resulting from Contractor's violation of this Section.

**6.29 Wage Rates**

Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at [www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD). The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

**6.30 Apprenticeship Requirements**

The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

**6.31 Registration of Contractor**

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All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

**6.32 Payroll Records**

**6.32.1** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

**6.32.2** The requirements of Labor Code Section 1776 provide, in summary:

Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

**6.32.3** Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

6.32.3.1 The information contained in the payroll record is true and correct.

6.32.3.2 The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

**6.32.4** The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

**6.32.5** Contractor shall inform County of the location of the payroll records, including the street address, city, and county, and shall, within five working days, provide a notice of any change of location and address of the records.

**6.32.6** Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

**6.32.7** Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq. and shall pay workers employed on the Contract not less than the general prevailing

rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at [www.dir.ca.gov](http://www.dir.ca.gov). If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

### **6.33 Work Hour Penalty**

Eight hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-1/2 times the basic rate of pay.

### **6.34 Apprentices**

**6.34.1** The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

**6.34.2** Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

**6.34.3** Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.

**6.34.4** The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

### **6.35 Cooperative Agreement**

**6.35.1** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use the pre-negotiated prices and terms in this Contract will be responsible for issuing their own purchase documents/contracts, providing for their own acceptance, and making any subsequent payments. A-E shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual clause that will hold harmless the County of Orange from all claims, demands, actions, or causes

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of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract by A-E and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. The A-E is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

**6.35.2** The A-E shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

**6.36 Usage**

No guarantee is given by the County to A-E regarding usage of this Contract. The A-E agrees to supply services requested, as needed by the County of Orange, at prices listed.

**County of Orange, Public Works  
GeoLogic Associates, Inc.**

**MA-299-23010509  
Attachment B**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

**GEOLOGIC ASSOCIATES, INC.**,  
a California Corporation,

Date: 11/29/2022

By: Gary Lass  
Signature

Gary Lass Chairman of the Board  
Print Name & Title

*(If a corporation, the document must be signed by two corporate officers. The 1<sup>st</sup> must be either Chairman of the Board, President or any Vice President.)*

Date: 11/28/2022

By: John M. Hower  
Signature

John Hower Secretary  
Print Name & Title

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

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

Date: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: William Ninh  
Deputy

Print Name: william Ninh

Date: 11/29/2022

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**ATTACHMENT A: SCOPE OF WORK****I. INTRODUCTION**

OC Public Works on behalf of the County of Orange (County) requires supplemental professional services to meet workload demands and project scheduling commitments in relation to Architect/Engineer (A-E) Design, Project Administration and Management Services for various projects. A-E is defined as an Architect or Engineer for design and/or engineering of a project. To supplement existing resources, County intends to establish a Qualified Vendor List for On-Call Landfill Services for use by Orange County on an "as needed" basis. No specified amount of work is guaranteed to A-E.

**II. BACKGROUND**

OC Waste & Recycling (OCWR) is responsible for managing the County's solid waste disposal system which includes North Region, Central Region and South Region Landfills. OCWR operates one of the nation's premier solid waste disposal systems, providing this essential public service to residents and businesses in 34 cities and unincorporated areas. The three active landfills are among the largest statewide, receiving more than four million tons of solid waste annually. The active landfills include Olinda Alpha (Olinda) Landfill, Frank R. Bowerman (FRB) Landfill and Prima Deshecha (Prima) Landfill. The Olinda Landfill was opened in 1960, the FRB Landfill was opened in 1990 and the Prima Landfill was opened in 1976 to meet the solid waste disposal needs of Orange County.

North Region Landfills consist of the active Olinda Landfill and ten closed solid waste disposal sites. The Olinda Landfill was opened in 1960 to meet the solid waste disposal needs of the northern portion of Orange County. Olinda is currently permitted as a Class III waste disposal site. It was originally permitted as two separate Class III disposal facilities. The facilities were located in two canyons separated by a center ridge. Operations initially began in 1960 in Olinda Canyon. Disposal operations in Olinda Alpha Canyon began in 1981. The center ridge was excavated in the late 1990's and the two canyons were merged into a single disposal site. The site comprises approximately 565 acres, of which 453 acres is used for disposal area. The remaining acreage serves as a buffer zone. It is permitted for 8,000 tons/day maximum for 271 days/year and 10,000 tons/day maximum for 36 days/year. The landfill is the eleventh largest landfill in the United States (as of March 2020) and has enough projected capacity to serve residents and businesses until approximately 2036. Closed landfill sites include La Habra in the City of La Habra, La Veta in the City of Orange, Longsdon Pit in the City of Garden Grove, Reeve Pit in the City of Orange, Sparkes Pit in the City of Anaheim, Villa Park in the City of Orange and Yorba in the City of Orange.

Central Region Landfills consist of the active FRB Landfill and five closed solid waste disposal sites. The FRB Landfill is a state-of-the-art, Class III, municipal solid waste landfill. Opened in 1990 near Irvine, California, it is one of the largest landfills in the state and the sixth largest in the U.S (as of March 2020). The property spans approximately 725 acres of Irvine hillside with 534 acres allocated for waste disposal. It is permitted for 11,500 tons per day (TPD) maximum with an 8,500 TPD annual average. The landfill has enough projected capacity to serve residents and businesses until approximately 2053.

South Region Landfills consist of the active Prima Landfill and five closed solid waste disposal sites. Opened in 1976, the Prima Landfill features 1,530 total acres, with 697 acres for waste disposal. It is permitted for 4,000 tons per day (TPD) maximum. The Prima Landfill has a projected capacity to serve residents and businesses until approximately 2102. The Prima site is also home to a landfill gas-to-energy plant, which powers 7,500 homes and is managed by the Fortistar Methane Group.

For a listing and additional information on our closed landfill sites operated by County, visit <http://oclandfills.com/landfills/closed-landfill-sites> . Additional information on our landfills can be found by visiting <http://www.oclandfills.com/landfills> .

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**III. GENERAL DESCRIPTION OF SERVICES**

- A. The A-E shall provide services for all aspects of solid waste facility and infrastructure design and engineering. A-E to help County plan, design, and build infrastructure to manage the processing, transfer, recycling, conversion, and disposal of waste. This includes design of systems and facilities that help County and cities meet new waste diversion and greenhouse gas reduction requirements that includes comprehensive solid waste facility planning and permitting, design, construction, operations, monitoring, maintenance, and closure. The A-E shall support County through the full life cycle of municipal solid waste facility development from preliminary planning and permitting through implementation and operational phases, including design, construction, operation, and closure.
- B. The A-E shall provide municipal solid waste landfill engineering services, such as design of liner, cover, drainage, landfill gas, and environmental control system design. A-E will also support permitting, design, and construction of municipal landfill civil infrastructure, including roadways, stormwater controls, fee collection facilities, buildings, utilities, and security measures. In addition, A-E shall be qualified in the design of next generation municipal solid waste facilities to support waste diversion, organics management, waste-to-energy, and bioenergy utilization initiatives
- C. The A-E shall provide professional services, advice and consultation in a timely manner including, but not limited to: contract administration, project planning, project implementation, project monitoring and controlling, including scheduling and programming, integration of proposed project(s) with existing waste management operations, materials and systems, methods for achieving maximum value, and control of schedule and cost.
- D. The A-E shall provide the following Landfill Services: preparation of construction drawings, technical specifications, stockpile plans, design calculations, geotechnical engineering, hydrology and hydrogeology, biological mitigation, construction cost estimates and other planning and design support services required for various maintenance, repair and capital landfill projects.
- E. The A-E will be a member of County team consisting of the Site Deputy Director, Project Manager(s), Engineers, other County staff and A-E firms working on associated programs at various landfill sites throughout the County of Orange.
- F. The A-E will be contacted by County Project Management staff on an “as-needed” basis as projects arise to provide A-E professional services. Requirements will be discussed by both Parties and a Request for Services (RFS) form describing the project objectives, general scope and other conditions shall be provided by the Project Manger to the A-E. A-E shall prepare a written scope statement on the prescribed Vendors Scope of Services (SOS) form that will include the specific work to be performed, including the Fee Schedule form that includes costs and time required to complete the project/task. County Project Management staff will then review the A-E’s SOS and Fee Schedule, proceed with negotiation of task costs and when satisfied, issue a Contract Task Order (CTO) against this Contract.
- G. The A-E shall serve as lead of a design team that may include other design professional working together to ensure that the design is carried through to the finished product, with no alterations in materials or design that would lead to safety issues or compromise the quality of the construction component. Other team members who may be retained by the lead to support a project as a consultant may include but not limited to landscape architects, lighting designers, data consultants, security consultants, controls engineers, electrical engineers, mechanical engineers, commissioning consultants, traffic engineers, surveyors, estimators, special inspectors, landfill designers, specialty landfill vendors/suppliers, etc.

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- H. The A-E will work under the general direction of the County Project Manager. The A-E will coordinate with and serve the needs of the County to undertake the services required within this Landfill Services contract and the project in accordance with respective landfill development plans.
- I. The A-E shall be responsible for the preparation of comprehensive landfill infrastructure assessments, designs, drawings, specifications, cost estimates, and reports within the scope of the CTO. In the preparation of construction drawings and specifications, the A-E shall generally follow the Design Guide A-E Requirements document included as an Attachment.
- J. The A-E shall restrict themselves to the SOS of the CTO. Any changes in the scope statement shall require prior written authorization by County Project Manager.

#### **IV. DETAILED SCOPE OF SERVICES**

Under this Contract the A-E firm shall provide professional landfill services, advice and consultation in a timely manner including, but not limited to the Detailed Scope of Services outlined in this section and which include, but are not limited to:

- A. Solid Waste Management Planning
1. Waste system studies—practices, flows, asset assessment
  2. Waste diversion plans and programs
  3. Waste characterization studies
  4. Single-stream and multi-stream analysis
  5. Collection, transfer, and disposal procurement assistance
  6. Volume-based pricing
  7. Solid waste management plan preparation
  8. Technology evaluation
  9. Air emissions, greenhouse gas, and climate change evaluations
  10. Waste-to-energy and conversion technology evaluations
  11. Utility rate development
  12. Financial analysis
  13. Public participation
- B. Environmental Planning & Permitting
1. Environmental impact statements and reports
  2. Facility permitting and renewals
  3. Stormwater pollution prevention plans
  4. Spill prevention, control, and countermeasures plans
  5. Regulatory reporting
  6. Regulatory compliance audits
  7. Environmental management systems
  8. Transactional services and due diligence
  9. Semi-annual New Source Performance Standards (NSPS) and Title V reports and annual compliance certifications
  10. Monthly operation and maintenance and compliance reports
- C. Landfill Design & Engineering Services
1. Landfill site master planning, design, and permitting
  2. Baseline and final cover design and geosynthetics
  3. Geotechnical, site characterization, and slope stability studies
  4. Leachate collection, recirculation, and bioreactor system design
  5. Landfill gas collection and control system
  6. Air compliance

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7. Infrastructure and stormwater control design
  8. Siting and environmental clearances
  9. Master planning
  10. Fill sequencing and liner phasing
  11. Landfill gas collection and control system design
  12. Waste disposal cell design
  13. Stockpile and soil management planning
  14. Grading, drainage, and erosion control plans
  15. Stormwater pollution control
  16. Drainage structures and detention basins
  17. Pumping systems
  18. Leachate management
  19. Landfill expansion and optimization
  20. Final cover and closure design
  21. End-use planning
  22. Landfill redevelopment
  23. Surveying
  24. Design peer review
  25. Preliminary planning and cost estimating
  26. Regulatory permitting and coordination
  27. Grading and site utilities design
  28. Site circulation
  29. Land-use applications and planning
  30. Parking area design
  31. Roadway design
  32. Construction quality assurance
  33. Environmental controls design
  34. Renewable energy design and implementation
  35. Composting facility siting and design
  36. Material recovery facility siting and design
  37. Biological resources design
  38. Infrastructure design
  39. Investigatory & mitigation design and field work
  40. Engineering monitoring
  41. Design and engineering services to include design, specifications, cost estimates, and bid documents for construction projects
  42. Design constructability reviews
  43. Quantity estimates and bid schedules
  44. Project schedule development, tracking and updating
  45. Bid support and addenda preparation
  46. Final bid reviews and recommendations for contractor selection
  47. A-E construction support services during construction period and project close-out

**D. Civil Infrastructure Services**

1. Provide civil engineering and construction support for critical operational infrastructure, including roadways, traffic circulation, scale houses, administrative and storage buildings, utility improvements, and stormwater controls
2. Local planning and zoning compliance
3. Identify opportunities to incorporate civil design features that make efficient use of scarce resources and provide environmental benefits
4. Propose design solutions that include innovative ways to maximize the facility's operational flexibility, while complying with regulatory requirements

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- E. Transfer, Recycling, and Processing Facilities Services
    - 1. Help County maximize operational and asset efficiency, profitability, safety, and durability for the materials they manage, including emerging alternative waste conversion technologies that achieve higher value and beneficial uses
  
  - F. Facility Planning
    - 1. Site review and selection
    - 2. Concept site layout and operations plans
    - 3. Concept building and equipment layout and operations plans
    - 4. Financial and operational analyses
  
  - G. Permitting
    - 1. Site plan approval process
    - 2. Solid waste facility permit applications
    - 3. Preparation of environmental and health impact studies
    - 4. Air quality control system design and permit applications (new applications, modifications, and renewals)
    - 5. Solid waste management plan development
  
  - H. Existing Facility Review
    - 1. Operational review and improvements
    - 2. Organizational and business, and process review
    - 3. Condition assessment and asset management
    - 4. Operations Request for Proposal (RFP) preparation
  
  - I. Surface Water Management Design
    - 1. Hydrologic evaluations
    - 2. Hydraulic design
    - 3. Drainage and surface water management studies
    - 4. Erosion control planning
    - 5. Clean Water Act Section 404 permitting
    - 6. Floodplain delineations
    - 7. Floodway encroachment studies
    - 8. Storm drainage design and modeling
    - 9. Stormwater pollution prevention plans
  
  - J. Environmental Engineering
    - 1. Spill prevention, control, and countermeasures plans
    - 2. Due diligence investigations and reporting
    - 3. Groundwater sampling, compliance, and consulting services
    - 4. Air sampling, compliance, and consulting services
    - 5. Remedial investigations and consulting services
    - 6. Solid waste, organics, and recyclables facilities management, planning, permitting, and design
    - 7. Material handling, sorting, separation, and processing equipment layout and specification
    - 8. Evaluations, improvements, and retrofits of existing solid waste facilities
    - 9. LEED services with certified professionals
    - 10. Air quality control system design and permitting
  
  - K. Geosynthetic Industry Services
    - 1. Solid waste containment and closure systems
    - 2. Mining industry leach pads, tailings facilities, ponds, drainage, and support structures
    - 3. Power generation evaporation ponds and ash containment

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4. Reservoir liners
  5. Turf installation
  6. Floating covers
  7. Solar energy covers
  8. Chemical and hazardous material containment
  9. Industrial and utility containment
  10. Stormwater retention
  11. Decorative and civil pond installations
  12. Secondary containment
  13. Specialty and tank lining
  14. Wastewater processing
  15. Agriculture and aquaculture
  16. Temporary covers and liners
  17. High-density polyethylene (HDPE) and linear low-density polyethylene (LLDPE) geomembranes
  18. Geonet
  19. Geotextile
  20. Geocomposite
  21. Geosynthetic clay liners (GCL)
  22. Closure turf and hydroturf (certified CT and infill installer)
  23. Wind defender
  24. Specialty geomembranes (PVC, PP, EPDM, XR5)
- L. Quality Assurance / Quality Control (QA/QC) Services
1. Establish certifications and reports required by County and regulatory agencies
  2. Provide Quality Assurance/Quality Control (QA/QC) and engineering support during monitoring of wells and probes, as well as their installation and abandonment
  3. Perform water, soil, compost, and/or landfill gas laboratory testing as necessary to assure QA/QC requirements are met in accordance with California and Federal standards
  4. Prepare final reports addressing the as-built geotechnical aspects of projects
  5. Prepare as-built reports for landfill related construction projects that include, but not limited to landfill cell construction, groundwater protection (liner) system, and landfill final covers
  6. Assist County with documentation processing with various regulatory agencies
  7. Perform other QA/QC services as required
- M. Solid Waste Compliance Services
1. Prepare and/or review Solid Waste Facility Permits (SWFP)
  2. Prepare, update and/or review Joint Technical Documents (JTD)
  3. Prepare and/or review Conditional Use Permits (CUP)
  4. Prepare and/or review Waste Discharge Requirements (WDR)
  5. Prepare and/or review investigations for landfill gas, leachate, and groundwater systems and implementation of corrective action plans
  6. Prepare and/or review landfill gas systems monitoring, design, construction, maintenance, and/or modification of landfill gas collection and disposal systems
  7. Obtain flare source test protocols from Air Quality Management District (AQMD)
  8. Perform flare source testing. Flare source testing shall be performed in accordance with South Coast Air Quality Management District (SCAQMD) Rule 1150.1 to comply with the pertinent site's Permit to Construct/Operate. This shall include pre-inspection and flare tuning, securing approval of testing protocols by SCAQMD prior to the test, and preparation of draft and final flare test reports. The actual source test shall be conducted by an SCAQMD-approved flare testing subcontractor. Prepare and/or review Certified Unified Program Agency (CUPA) documents
  9. Green House Gas (GHG) report preparation and verification services
  10. Prepare, implement and/or review landfill gas and groundwater monitoring plans

11. Design and/or provide post-closure maintenance of landfill cover systems, landfill gas systems, groundwater monitoring systems, and other infrastructure
12. Prepare, update and/or review closure/post-closure maintenance plans
13. Prepare, update and/or review long term monitoring and operational plans
14. Prepare, update and/or review Spill Prevention, Control and Countermeasure (SPCC) Plans
15. Perform and/or review Resource Conservation and Recovery Act (RCRA) Subtitle D determinations
16. Review and analyze new legislations and regulations as it relates to solid waste, landfills, air quality, emission, and renewable energy
17. Perform and/or review National Pollution Discharge Elimination System (NPDES) monitoring reports, plan, inspections, sampling, and analyses per the Industrial General Permit (IGP) and Construction General Permit (CGP) as it relates to landfills
18. Prepare Stormwater Pollution Prevention Plans (SWPPP) reports and/or updates
19. Conduct training for County personnel in groundwater sampling techniques, SPCC inspections, NPDES sampling and inspection protocols, and other solid waste compliance training as requested

N. Operation Support Services

1. Prepare, update and/or review landfill master development plans
2. Prepare and/or review construction cost estimates
3. Prepare and/or review alternatives to prescriptive liner standard design
4. Prepare and/or review construction plans and specifications
5. Design hydraulic structures, including detention basins, erosion control systems, surface drains, down drains, pumping systems, and other structures
6. Perform other solid waste services as required
7. Provide miscellaneous solid waste and landfill related consulting services
8. Prepare landfill grading, drainage, and erosion control plans
9. Prepare and/or review design services for stockpiles, drainage facilities, and other structures
10. Prepare and or review fill-sequencing plans
11. Perform various services related to environmental documentation (including biological, archaeological, and paleontological), California Environmental Quality Act (CEQA) analysis-documentation, and regulatory permits

O. Groundwater Extraction System & Liquid Conveyance Systems Services

1. Prepare and/or review of hydrogeology studies, including field investigation by drilling, coring, and pumping tests
2. Monitor groundwater quality, flow rates, and other parameters
3. Prepare and implement plans for monitoring unsaturated (vadose) zones
4. Prepare groundwater monitoring reports
5. Design groundwater remediation systems
6. Perform or review groundwater sampling and analyses
7. Perform or review seepage evaluations
8. Perform other hydrology and hydrogeology services as required
9. Other liquid conveyance systems such as the Reclaimed Water System, Potable Water System, Leachate Collection/Storage System, Landfill Gas Condensate Collection/Storage System, etc. may need to be repaired or designed
10. Design and repair of system; maintenance and repair of the groundwater monitoring wells, including but not limited to extension, modification, drilling and completion, removal, or redevelopment of any wells; hauling and disposal of liquids; calibration of flowmeters; repair of reclaimed water, potable water, and leachate systems and the reclaimed water storage, and leachate storage tanks; and electrical and mechanical work, or any other work necessary for operation and maintenance of the landfill liquid management system.

P. Construction Services

1. Provide construction support services (constructability review, construction management, document management, construction QA/QC, surveying, archeo/paleo, biological, etc.) for various landfill related projects that include but not limited to liner construction, cell construction, landfill gas collection and control system installation, ground water and landfill gas extraction wells, groundwater monitoring wells, and landfill gas monitoring probe
2. Review project documents for completeness, compatibility, and coordination of plans and specifications, constructability, and construction means and methods
3. Review drawings and specifications and advise if within the project scope and budget
4. Review Invitation to Bid, Bid Proposal, General Conditions, Supplementary Conditions, and Special Conditions for construction contract solicitations
5. Evaluate bids and bidders and make formal recommendations
6. Develop, implement, and monitor effective systems for project cost control
7. Coordinate construction work with activities and responsibilities of materials testing and inspection teams to complete the project in accordance with the County's objectives of cost, time, and quality
8. Develop and implement a system for the preparation, review, and processing of construction change orders. Recommend necessary and/or desirable changes to OC Waste & Recycling, review requests for changes, and/or negotiate change orders.
9. Observe construction contractor's work for contract compliance and quality control
10. Review and make recommendations pertaining to progress payments to each contractor
11. Provide regular updates of the milestone summary schedule and monthly progress reports on the project
12. Monitor the contractor's development and implementation of health and safety plans to comply with all Federal, State, municipal and local laws, rules, and regulations
13. Provide claim analyses and recommendations as required
14. Provide survey work as required
15. The A-E will also provide all-inclusive QA/QC services including geotechnical engineering, geosynthetic liner monitoring and testing, and other related construction support services as directed by County.
16. Bid analysis and award support
17. Construction engineering support
18. Construction management
19. Responses to requests for information
20. Review of contractor bids and submittals
21. Construction quality assurance
22. Construction claim and change order analysis
23. Final construction certification
24. Provide other construction management services as required

**Q. Geotechnical Services**

1. Perform and/or review geotechnical reconnaissance of landfill sites and adjacent properties
2. Perform and/or review refuse slope stability analyses
3. Perform literature review of previous geological, hydro-geological, and geotechnical investigations
4. Perform and/or review field geological, and hydro-geological mapping and interpretations
5. Perform and/or review soil borrow studies, both on-site and off-site, including soil properties and quantities
6. Perform and/or review subsurface exploration, including subcontracting for drilling or other exploration services
7. Perform and/or review geophysical investigation, including surface and borehole surveys
8. Perform and/or review geotechnical and analytical laboratory testing
9. Perform and/or review subsurface soil condition explorations
10. Perform and/or review excavation and earthwork observations and recommendations
11. Subsurface exploration
12. Field geological and hydrogeological mapping

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13. Geotechnical and analytical laboratory testing
  14. Slope stability analyses
  15. Erosion potential and slope evaluation of cut and fill slopes
  16. Soil burrow studies
  17. Geophysical investigations
  18. Foundation analysis and design
  19. Life cycle costs and rehabilitation/reconstruction methods for pavements
  20. Geotechnical design of various foundations and/or retaining structures
  21. Embankment restoration and construction considerations
  22. Settlement analysis and mitigation
  23. Liquefaction evaluation and mitigation
  24. In-situ ground improvements and monitoring
  25. Dewatering and settlement monitoring
  26. Slope stabilization and landslide mapping
  27. Grading observation and related testing
  28. Soil erosion and sedimentation control and infiltration testing
  29. Perform other geotechnical engineering services as required

R. Organics Services

1. Prepare or review Organic Processing technology (i.e. composting, cover aerated static pile, source separated organics, co-digestion, anerobic digestion, etc.)
2. Prepare, create, or review organics operational processes
3. Develop, implement, and monitor effective systems for operational and facility cost control
4. Prepare and/or review permits and/or related documentation
5. Prepare and/or review construction plans and specifications
6. Prepare and implement or review evaluation-monitoring plans
7. Review and analyze new legislation and regulations
8. Perform other organics services as required

S. Renewable Energy Services

1. Provide design services including, facility master plan at all three regions, North Region, Central Region and South Region. The master plan shall include all current and future projects concerning the flare facilities and the landfill gas collection systems. This work may include future LFG projections and calculations to sufficiently design for the future requirements. The master plan projects would be an ongoing project and will be revisited frequently based on new developments and requirements.
2. Necessary site investigations and assessments, project coordination, and collecting all technical and historical data
3. Examine and asses the current electrical infrastructure at all five major landfills (Prima Deshecha, Frank R. Bowerman, Olinda Alpha, Santiago Canyon and Coyote Canyon), this will include and not limited to, locating, and centralizing all existing electrical drawings if in existent and if not, generating all necessary electrical drawings. Examination of all electrical systems and preparing a report including recommendation for future improvements. In addition, the consultant may need to conduct Arc Flash studies for systems requiring one.
4. Preparation of Scopes of Work and Request for Proposal package for the solicitation of new renewable technology proposals for the conversion of landfill gas to energy
5. Peer review of landfill gas to energy basis of design and plan specifications
6. Evaluation and assessment for other options for sustainable energy programs and projects
7. Research for renewable energy available funding, grants, and incentives
8. Research and provide updated market trends for renewable energy and related environmental attributes.
9. Research and recommend project financing options
10. Provide renewable energy project capital and operating cost estimates

11. Analyze project proposals and financial agreements in support of renewable energy negotiations
12. Support renewable energy projects and contract negotiations and attend negotiation meetings as necessary

T. Planning Services

1. Prepare and develop a Landfill Gas Collection System Conceptual Master Plan
2. Develop landfill operations liquid management program to address landfill liquid by-products
3. Air permitting for mobile and stationary equipment
4. Interpretation of new regulations as it applies to air quality
5. Develop plan for upgrades, improvements, and expansion of environmental systems necessary to cope with increasing capacity or changing regulatory requirements
6. Permitting requirements for state mandated projects
7. Updating and maintaining the future Facility Atlas (GIS web application program)
8. Updating and maintaining of a Supervisory Control Data Acquisition (SCADA) system

U. Real Estate Related Services

1. Perform and/or review property surveys
2. Prepare and/or review legal descriptions
3. Update and revise property maps to show boundary changes, easements, or other modifications
4. Obtain and review title reports as required
5. Perform other real estate related services as required

- V. Other services that may be required and obtained on an as-needed basis are construction management, civil, mechanical, electrical, geotechnical engineering services, field installation/support of engineering controls, monitoring and/or technologies including ancillary field work required for its successful implementation, real estate-related and miscellaneous services not specifically shown above related to each section.

## **V. CONTRACT TASK ORDERS**

- A. A-E shall be assigned work via a task order by County which shall subsequently be referred to as the "Contract Task Order" (hereinafter "CTO"). A CTO for each project shall be developed by A-E in conjunction with County Project Management staff. The County Project Manager shall manage all A-E's work including monitoring the CTO work schedule, quality of deliverables, review of invoiced amounts, adherence to set budget, and internal review of submittal packages. A-E shall follow all requirements as outlined in the CTO; this general Scope of Work and the project specific scope statement.
- B. The CTO shall include a detailed scope statement, describing tasks to be performed with a specific list of deliverables for each task, schedule of work and cost to complete the work. The schedule of work shall allow enough time for meetings with County Management staff to review the work progress, provide technical and policy direction, resolve problems and ensure adherence to the work completion schedule. The CTO is comprised of a Request for Services (RFS), Vendor's Scope of Services (SOS) and Fee Schedule. The RFS, prepared by the County Project Manager, includes the project objective, scope of work, special conditions, milestones, deliverables and assumptions. The County Project Manager shall forward the RFS to the A-E along with the SOS and Fee Schedule templates. The A-E shall review the RFS and develop the SOS and Fee Schedule based on activities in the RFS. The SOS shall be considered the A-E's proposal. A-E shall forward the signed SOS and Fee Schedule documents to the County Project Manager. Labor rates for the CTO will be derived from the rates as identified in the Contract, assuming an on-call Contract has been established with the A-E. Labor rates and hours shall be identified in the Fee Schedule. Once the RFS, SOS and Fee Schedule are approved and procurement actions are completed, the County Project Manager will provide A-E with a Notice to Proceed (NTP) to begin work. A-E shall submit all plans, reports and other documents produced under

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the CTO to the assigned County Project Manager within the timeframe indicated in the CTO or as directed by County Project Management staff.

**VI. TIME OF PERFORMANCE**

- A. For A-E services related to construction projects, the County makes no representation as to when the design and or construction will be performed and completed and the time of performance of the actual construction of the contract, regardless of the changes in schedule thereof, and whether such changes are within control of the County.
- B. As between the A-E and the County, the A-E assumes the risk of suspensions of or delays in performance of the Contract.
- C. An NTP shall be issued to the A-E soon after Contract or CTO execution. Scheduling of the required services shall be coordinated with the County Project Manager.

**ATTACHMENT B: COST/COMPENSATION**

- I. COMPENSATION:** This is a **time and materials** usage Contract between County and A-E for QVL for On-Call Landfill Services as set forth in Attachment A, "Scope of Work".

A-E agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by A-E of all its duties and obligations hereunder. A-E shall only Be compensated as set forth herein below for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the amount specified in Article 1.4 of the Contract unless authorized by amendment in accordance with Paragraphs 6.3 and 6.19 of the County Contract Terms and Conditions.**

- II. PRICING:** Payment shall be made in accordance with the provisions of this Contract. Partial progress payments may be allowed at the discretion of the County Project Manager. Payment shall be as follows:

**A. Classification Rates:**

<b>GEOLOGIC ASSOCIATES, INC.</b>	
<b><u>Classification Titles</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$285
Project Manager	\$235
CAD Drafter	\$115
Engineer	\$180
Job Captain	\$155
QA-QC Manager/Associate	\$200
Project Administrator	\$165
Senior Project Manager	\$250
Senior Construction Manager	\$235
Construction Manager	\$200
Senior Principal	\$320
Project Director	\$235
Principal Engineer	\$210
Senior Engineer	\$195
Staff Professional I - Office	\$140
Staff Professional II - Office	\$155

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Staff Professional III - Office	\$165
Project Professional I - Office	\$180
Project Professional II - Office	\$195
Project Professional III - Office	\$210
Senior Professional I – Office	\$235
Supervising Professional/Senior Professional II – Office	\$250
Principal Professional I - Office	\$285
Principal Professional II - Office	\$320
Court Appearance (Expert Witness, Deposition, etc. 4 hour min)	2X Hourly Rate
Technician I - Office	\$100
Technician II - Office	\$110
Technician III - Office	\$120
Technician IV - Office	\$135
Principal Technician	\$200
CADD/GIS/Database Manager I - Office	\$115
CADD/GIS/Database Manager II - Office	\$135
CADD Designer - Office	\$155
GIS Specialist - Office	\$185
Administrative Assistant I - Office	\$80
Administrative Assistant II - Office	\$120
Technical Editor - Office	\$130
Staff Professional I - Field	\$155
Staff Professional II - Field	\$170
Staff Professional III - Field	\$180
Project Professional I - Field	\$195
Project Professional II - Field	\$210
Project Professional III - Field	\$225
Senior Professional I - Field	\$250
Supervising Professional / Senior Professional II - Field	\$265
Principal Professional I - Field	\$300

Principal Professional I – Office / Field	\$320
Technician I - Field	\$120
Technician II - Field	\$130
Technician III - Field	\$140
Technician IV - Field	\$155
Principal Technician - Field	\$215
Staff Professional I - Field; Prevailing Wage	\$150
Technician I - Field; Prevailing Wage	\$150
Technician II - Field; Prevailing Wage	\$155
Technician III - Field; Prevailing Wage	\$165
Technician IV - Field; Prevailing Wage	\$175
Principal Technician – Field; Prevailing Wage	\$215

Note: County will not pay A-E more than the listed amount for Sub-Contractor work, regardless of any agreement between the A-E and their Sub-Contractor. Sub-Contractor rates are listed for convenience only.

Note: Construction-related work performed under A-E service contracts may meet the definition of “public work” under Labor Code § 1720 et seq. “Construction” includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. See, Labor Code § 1720. Contracts for A-E services shall mandate that prevailing wages be paid where mandated by law.

- III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of this Contract. All price decreases will automatically be extended to County.
- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** A-E guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. A-E agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
- V. A-E’S EXPENSE:** A-E will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- VI. REIMBURSABLE ITEMS:** Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the County Project Manager. A-E may be entitled to reimbursement for the following, upon prior approval by County:
- 1) The actual costs of special equipment to be rented, leased or purchased by A-E for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by the County Project Manager.

- 2) Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the County Project Manager.
- 3) Other actual costs and/or payments specifically approved and authorized in writing by the County Project Manager and actually incurred by A-E in performance of this Contract.
- 4) Travel costs shall only be reimbursed if approved in advance in writing by County Project Manager and are subject to the following restrictions:
  - a. Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this Contract shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the A-E's "Home Based" office location and County location, as well as mileage within County property will not be reimbursed.
- 5) Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
- 6) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
- 7) All reimbursable expenses must be itemized on A-E invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all A-E invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. A-E is responsible for submitting reimbursable invoices in a format that is acceptable to the County. A-E shall also charge third-party or subcontractor services at cost. A-E mark-ups of third-party or subcontractor services will not be allowed."

**VII. PAYMENT TERMS:** Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County, as applicable. Invoices shall be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with A-E. Incomplete or incorrect invoices are not acceptable and will be returned to the A-E for correction.

Billing shall cover services and/or goods not previously invoiced. The A-E shall reimburse the County for any monies paid to the A-E for goods or services not provided or when goods or services do not meet the Contract requirements.

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

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

- A. A-E's name and address
- B. A-E's remittance address, if different from (A), above
- C. Name of County agency/department
- D. Delivery/service address
- E. Contract number & DO Number
- F. Job Code Number
- G. Service Date
- H. Description of Services
- I. Total

J. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

**TBD – Per Task Order**

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

**ATTACHMENT C: STAFFING PLAN**

**1. A-E KEY PERSONNEL**

<b>Name</b>	<b>Classification/ Designation</b>	<b>Years of Experience</b>	<b>Years with Current Firm</b>	<b>Licenses/Certifications (include license number)</b>
Fouad Mina, PE	Principal Engineer/Project Manager	33	2	CA PE #52592
Gary L. Lass	Chief Executive Officer/Principal in Charge	40	31	CA PG #3653; CA CEG #1093; CA CHG #18
John M. Hower, PG, CEG	Principal Geologist/ Technical Review	33	26	CA PG #6524; CA CEG #2142
Richard Mitchell, PG, CEG	Principal Geologist/ Technical Review	43	8	CA PG #4390 CA CEG #1371
Jake Russell, PE	Principal Engineer/ Civil Engineering Task Manager	24	11	CA PE #64512
Stacy Baird	Vice President, CQA QA/QC Task Manager	31	31	
John Boucher	Principal Professional/ Permitting-Compliance Task Manager	35	5	
David Harich, PE	Principal Engineer/ Operations Task Manager	32	2	CA PE #53287

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Neven Matasovic, PhD, PE, GE	Geotechnical Task Manager	36	6	CA PE #C55861; CA GE #2557
Mark Vincent, PG, CHG, CEG	Geological/Hydrogeological Task Manager	32	25	CA PG #5767 CA CHG #865 CA CEG#1873

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

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

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**2. SUBCONSULTANT(S) (IF APPLICABLE)**

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

<b>Corporate Name</b>	<b>Corporate Address</b>	<b>Local Office Address*</b>	<b>Contact Name</b>	<b>Telephone Number</b>	<b>Project Function</b>	<b>DVBE Certification Number</b>	<b>SBA Certification Number</b>

(\*If more than one local address please use a separate sheet)