



**CONTRACT NUMBER
MA-299-21011236
WITH
PROJECT PARTNERS, INC.
FOR
PROFESSIONAL TECHNICAL SUPPORT SERVICES**

THIS CONTRACT Number MA-299-21011236 for Professional Technical Support Services (“**Contract**”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California through its OC Waste & Recycling Department, (“**County**”) and Project Partners, Inc., (“**Contractor**”) with a place of business located at 23195 La Cadena Drive Suite 101, Laguna Hills, CA 92653. County and Contractor are sometimes referred to individually as “**Party**” or collectively as “**Parties**.”

RECITALS

WHEREAS, County solicited via a Request for Proposal (“**RFP**”) for Professional Technical Support Services; and

WHEREAS, Contractor responded to RFP and represented that Contractor is qualified to provide Professional Technical Support Services to County; and

WHEREAS, Contractor agrees to provide Professional Technical Support Services to County as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and

WHEREAS, Contractor agrees to accept payment set forth in Contractor’s Pricing, attached hereto as Attachment B and incorporated herein;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS:

- A. Governing Law and Venue:** 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. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.
- C. 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.

- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. Assignment or Sub-Contracting:** 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 by Contractor without the express written consent of County. Any attempt by Contractor to assign 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.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 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. Contractor acknowledges that a violation of this provision

shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provision:** Prior to the provision of services under this Contract, the Contractor Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor 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 Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

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 Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, 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 Contractor’s, its agents, employee’s or subcontractor’s performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

- 2) Contractor’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 Contractor’s SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer 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.

The policy or policies of insurance maintained by the Contractor 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 coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers’ Compensation	Statutory
Employers’ Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least

as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor 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.

If Contractor's Professional Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interest clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 Policy).

Insurance certificates should be emailed to the DPA listed in Additional Term and Condition, Notices.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or the agency/department purchasing division, award may be made to the next qualified vendor.

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor 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 Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor'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.

P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new

owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure:** Contractor shall not be assessed with liquidated 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 Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor 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.
- U. Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the

provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- W. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or 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. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. Employee Eligibility Verification:** The Contractor 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. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor 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.
- Z. Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS:

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor shall provide Professional Technical Support Services on an as-needed basis.
2. **Term:** This Contract shall be effective upon approval of the County Board of Supervisors and execution of all necessary signatures and shall continue for three (3) consecutive calendar years, in an amount not to exceed \$2,250,000, with excess funds to be carried over from year to year, unless otherwise terminated as provided herein.
3. **Renewable Annually with Concurrence:** This Contract may be renewed for two (2) additional one-year terms, by mutual written agreement of both Parties, in an amount not to exceed \$750,000 per year. Renewals may require Board of Supervisors approval. The County does not have to give reason if it elects not to renew.
4. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
5. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.
6. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon past usage. The Contractor agrees to supply services requested, as needed by the County, at rates/prices listed in the Contract, regardless of quantity requested.
7. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in this

Contract as full payment for performing all services and furnishing all staffing and materials 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 the Contractor of all its duties and obligations hereunder.

- 8. Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County’s written consent. In the event that there are new or unforeseen requirements, the County with the Contractor’s concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor’s ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

- 9. Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.
- 10. Contractor’s Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
- 11. Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
- 12. Data- Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor 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 Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
- 13. Contractor Personnel:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

14. Contractor Personnel – Drug Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

15. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

16. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide

equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

17. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
18. **Nondiscrimination – Statement of Compliance:** The Contractor’s signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the Contractor has, unless, exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Sections 11102 and 11103.
19. **Disputes- Contract:**
 1. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 - a. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - b. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
 2. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

20. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

1. Terminate the Contract immediately, pursuant to Section K herein;
2. Afford the Contractor 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;
3. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
4. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

21. Termination-Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, 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 the Contract.

22. County's Project Manager: The County Project Manager will act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and Contractor personnel from providing services to County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 3 calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld.

23. Contractor's Project Manager: Contractor Project Manager will direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

24. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

- 25. Publication:** 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 Contractor and/or anyone acting under the supervision of Contractor 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.
- 26. Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
- 27. News/Information Release:** The Contractor 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. Contractors must first obtain review and approval of said news media contact from the County through the County DPA. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County.
- 28. Notices:** Any and all notices, request 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 terms of the work and services. 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 calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. 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.

Contractor

Name: Project Partners, Inc.
 Address: 23195 La Cadena Drive Suite 101
 Laguna Hills, CA 92653
 Attn: Kimo Look
 Phone: 949-852-9300 ext. 103
 Email: klook@projectpartners.com

County

Name: County of Orange,
 OC Waste & Recycling
 Address: 601 N. Ross St. 5th Floor
 Santa Ana, CA 92701
 Attn: Nikki Aragon
 Phone: 714-834-3712
 Email: Nikki.Aragon@ocwr.ocgov.com

- 29. Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and

shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

- 30. County of Orange Local Small Business Preference Requirements:** Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.

[Signature Page Follows]

The Parties hereto have executed this Contract on the dates shown opposite their signatures as shown below.

PROJECT PARTNERS, INC.*

<u>Kimio Loock</u>	<u>President</u>
Print Name	Title
<u>[Signature]</u>	<u>3-8-21</u>
Signature	Date
<u>MARKIVA RAISSDANA</u>	<u>CFO</u>
Print Name	Title
<u>[Signature]</u>	<u>3-8-21</u>
Signature	Date

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

County of Orange, a political subdivision of the State of California

_____	_____
Print Name	Title
_____	_____
Signature	Date

APPROVED AS TO FORM

County Counsel

Paul Albarian

By Paul Albarian, Senior Deputy

03/08/2021 | 3:54 PM PST

Date

ATTACHMENT A SCOPE OF WORK

INTRODUCTION

OC Waste & Recycling (OCWR) is the agency responsible for currently operating three (3) municipal landfills strategically located throughout Orange County. OCWR is also responsible for ongoing site monitoring/maintenance at 21 closed landfill sites.

The Orange County Landfill System is roughly divided into three (3) waste shed regions: North Region - Olinda Alpha Landfill; Central Region - Frank R. Bowerman (FRB) Landfill; and South Region - Prima Deshecha Landfill. Each of the active landfill sites is strategically located to service Orange County residential and/or commercial needs in addition to handling solid waste imported from surrounding municipalities as approved by the Board of Supervisors.

LANDFILL SITE SUMMARY

The Olinda Alpha Landfill is an active Class III municipal solid waste landfill, which consists of two (2) combined landfills that accept non-hazardous waste from commercial haulers and the public: Olinda and Olinda Alpha. It is owned and operated by the County on a 565.2-acre site in the unincorporated area of northeast Orange County, adjacent to the City of Brea, immediately south of the Los Angeles County line.

Located near the City of Irvine, FRB Landfill is an active Class III municipal solid waste landfill that accepts non-hazardous waste from commercial haulers. It is owned and operated by the County and consists of 725 acres of which approximately 534 acres will be used for waste disposal.

The Prima Deshecha Landfill is an active Class III municipal solid waste landfill that accepts non-hazardous waste from commercial haulers and the public. Located within the City of San Juan Capistrano and unincorporated Orange County, adjacent to the City of San Clemente, the Prima Deshecha Landfill is comprised of 1,530 acres.

The Santiago Canyon Landfill is a closed Class III municipal solid waste landfill owned by OCWR. It is located on a 350-acre site in unincorporated Orange County adjacent to Irvine Lake, approximately 112.5 acres were used for solid waste disposal. The site ceased accepting waste in July 1996. Closure activities commenced in August of 2002 and were completed in November 2004.

The Coyote Canyon Landfill is a closed Class III municipal solid waste landfill owned by OCWR. It is located on a 395-acre site in the City of Newport Beach, of which approximately 325 acres were used for solid waste disposal. The site has been closed since 1995.

The County is also responsible for 19 additional historic closed landfill sites located throughout the three waste shed regions.

SCOPE OF SERVICES

Contractor shall provide Professional Technical Support Services (“**Services**”) to assist OCWR’s Compliance Support Division. The Compliance Support Division (“**Division**”) is comprised of Environmental Services, Heavy Equipment Asset Management, and OCWR Safety. The Division is responsible for all regulatory activities and permits required to operate all OCWR landfill facilities, as well as maintaining and managing OCWR’s heavy equipment fleet. The Division will be in need of Services related to the landfills by engineers and subject matter experts in renewable energy, regulatory compliance (air, solids, and water), habitat and California Environmental Quality Act (CEQA). The Division will also be in need of support enhancing the asset management program, focusing on the reliability and planned predictive maintenance of OCWR’s heavy equipment fleet.

Contractor shall provide highly skilled and experienced personnel (“**Consultants**”) that fulfill the

requirements of each classification as detailed in Contract Exhibit A-2, Detailed Classification Specifications, to complete and assist with various tasks and projects falling under the Division's purview on an as-needed basis. Tasks and projects may include but are not limited to: various engineering technical support to Division, investigations, report preparation, cost estimating, technical reviews, CEQA documentation preparation, regulatory permit application and acquisition, geological and soils analysis, as well as material testing and inspection. Contractor personnel may provide studies addressing engineering, architecture, facilities management, and environmental issues but **shall not** provide design or construction drawings packages used for public works projects.

CONTRACTOR, CONSULTANTS, SUBCONTRACTORS

Contractor is an independent contractor of OCWR and the County. In addition, Contractor, Contractor's PM, Consultants, and anyone else working under or for Contractor are not and shall not be considered employees of OCWR nor of the County.

Contractor, Contractor's PM, Consultants, and anyone else working under or for Contractor will not be eligible to participate in any vacation, medical or life insurance, disability, retirement benefits, or any other fringe benefit or benefit plans offered by OCWR to its employees, and OCWR and the County will not be responsible for withholding or paying any payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including unemployment or disability, or obtaining workers' compensation insurance on Contractor's behalf, nor on behalf of Contractor's PM, Consultants or anyone else working under or for Contractor.

This Contract shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between Contractor and OCWR nor between Contractor and the County. Contractor has no authority and shall not hold him or herself out as having authority to bind OCWR or the County and Contractor shall not make any agreements or representations on OCWR's behalf nor on the County's behalf without OCWR's prior written consent.

WORK ELEMENTS

Task Authorization Requests and Proposals

Upon identifying a need for Services, County will issue a Task Authorization Request per Contract Exhibit A-1. Contractor shall submit a proposal in response to the request to the listed County Task Project Manager ("**Task PM**") by the due date specified. Proposals shall include all requested information.

Upon review and acceptance of proposal, the Task PM shall authorize proposals with signature, which shall serve as Contractor's Notice to Proceed. Signed Task Authorizations shall be included with all other supporting documentation per Attachment C when Contractor is submitting invoices.

Key Personnel

Key Personnel or Consultants listed on TA Proposals shall be available for the duration of a project and no person designated as "Key" to the project shall be removed or replaced without prior written consent of OCWR, unless an individual terminated employment with Contractor, or is unable to continue employment because of extended illness, disability, or other OCWR approved circumstances.

Replacement of Consultants, if approved by OCWR, shall be with personnel of equal or greater abilities and qualifications. Consultants shall include at least one alternate to the assigned Consultant should the assigned Consultant be unable to continue employment. All Consultants assigned by Contractor to perform Services under this Contract shall be fully qualified to perform the tasks assigned to them and shall perform the Services in a competent and professional manner. All Consultants shall be employed full-time with Contractor (40 hours per week for the duration of assignment to OCWR).

OCWR reserves the right to require Contractor to remove any Consultants immediately from a project in the event OCWR determines and provides written notification that the Consultant is not performing

satisfactorily. Consultants shall be replaced by Contractor within ten (10) business days of receipt of said written notification.

In the event Contractor is unable to provide a satisfactory replacement for the Consultant in a timely manner, OCWR may terminate this Contract in its entirety in accordance with Article K and Additional Term and Condition Number 20.

Contractor Project Manager

Contractor shall designate an individual as the single point of contact to direct efforts in fulfilling Task Authorization Requests under this Contract. TA Requests will be sent to the Contractor Project Manager (“PM”) for review. The Contractor PM shall be solely responsible for responding to TA Requests, assigning Consultants to tasks, and directly supervising Consultants, including such activities as: work schedules/work hours, quality of work performed, vacation requests, discipline, etc. Additionally, the Contractor PM shall be responsible for the coordination of all efforts and any other Services furnished as part of this Contract. The Contractor PM shall be subject to the approval of OCWR and shall not be changed without the expressed written consent of OCWR.

Classifications

Contractor shall provide highly skilled and qualified technical, engineering, and administrative resources that meet the position classifications listed below. Classification specifications are detailed in Contract Exhibit A-2, Detailed Classifications Specifications.

OCWR Compliance Division may utilize some but not necessarily all of the classifications listed and reserves the right to add additional classifications upon mutual written agreement in accordance with Number Eight of Additional Terms and Conditions titled *Amendments—Changes/Extra Work*, in the event that a staffing need arises.

LIST OF CLASSIFICATIONS	
#	CLASSIFICATION
1	Project Manager
2	Engineer, Civil
3	Engineer, Mechanical
4	Engineer, Electrical
5	Engineer, Structural
6	Engineer, Instrumentation
7	Engineer, Corrosion
8	Engineering Assistant
9	Engineering Technician
10	Architect
11	Coating Specialist
12	Maintenance Scheduling Specialist
13	Business/Staff Analyst
14	Safety Specialist
15	Sr. Environmental Planner/Permit Engineer
16	Environmental Resources Specialist

Subcontractors

County will not pay Contractor more than the listed amount in Attachment B, Rate Schedule, for subcontractor work, regardless of agreement between Contractor and subcontractor. Contractor shall be solely responsible for ensuring all subcontractors perform in accordance with the terms and conditions of this Contract.

Contractor shall maintain a list of subcontractors (Contract Exhibit A-3) and shall notify and provide the OC Waste & Recycling Contract Administrator or designee with proposed substitutions or additions. Contractor’s selection of subcontractors is subject to the reasonable approval of OC Waste & Recycling.

OC Waste & Recycling reserves the right to direct Contractor to replace a subcontractor at OC Waste & Recycling's sole discretion.

Work Quality

Contractor shall be responsible for the professional quality and technical competence of assigned Consultants supplied to OCWR. Contractor shall certify that all Services provided are performed in an acceptable, professional manner, and that Consultants are fully qualified to serve in the capacity specified in this Scope of Work.

Performance Requirements/Acceptance Criteria/Deliverables

Consultants must perform their assigned duties to OCWR's satisfaction. OCWR reserves the right to reject any Consultants and choose to replace or not replace those Consultants at any time.

Acceptance of work performed on any assigned task or project shall be determined by the County Task PM. Deliverables associated with any given task or project will be agreed upon by both Parties.

Work Locations

Consultants may be located at OCWR facilities located in any of the locations, including the sites below:

1. Olinda Alpha Landfill
1942 Valencia Ave, Brea, CA 92823
2. Frank R. Bowerman (FRB) Landfill
11002 Bee Canyon Access Rd, Irvine, CA 92602
3. Prima Deshecha Landfill
32250 Av. La Plata, San Juan Capistrano, CA 92675
4. Santiago Canyon Landfill
3099 E Santiago Canyon Rd, Silverado, CA 92676
5. Coyote Canyon Landfill
Coyote Canyon, Newport Beach, CA 92660
6. OC Waste & Recycling Headquarters
601 N. Ross St., 5th Floor, Santa Ana, CA 92701

Work duties may be required at other OCWR facilities or at job site locations away from OCWR facilities. OCWR may also consider, at its sole discretion, the ability for Consultants to be located at Contractor's place of business.

Hours

Consultants may be required to work onsite at any OCWR location(s) stated above. County Task PM shall coordinate working hours with Contractor PM or assigned Consultant. Consultants shall not be allowed access to OCWR facilities outside normal OCWR business hours.

Facilities & Office Equipment

When Consultants are performing Services at one of the OCWR facilities listed above, OCWR will provide a workspace for Consultants. When Consultants are performing Services at one of the OCWR facilities listed above, office equipment necessary to complete tasks will be available to Consultants and may include items such as a computer including hardware and software, telephone and printing capabilities. Consultants shall practice standard office protocols when assigned to an OCWR facility.

Personal Protective Equipment

Consultants assigned to OCWR facilities shall have appropriate Personal Protective Equipment (PPE) when required. PPE required at some of our facilities may include but not be limited to: eye protection (safety glasses), head protection (hard hat), hand protection (gloves), foot protection (approved safety

work boots), high visibility clothing (Class 3 vests) and hearing protection. Contractor will be required to provide all PPE and coordinate any training necessary with OCWR to comply with OCWR safety policies.

Time Tracking

Contractor shall have Consultants submit timesheets, tracking hours worked on a specific, assigned task. Timesheets shall be submitted as required supporting documentation with invoices per invoicing instructions in Attachment C. The submission of invoices shall be on a regular schedule no greater than monthly.

Preclusion

For the term of this Contract, Contractor and any of its subcontractors are advised that they shall be precluded from proposing on any engineering or construction work advertised by OC Public Works on behalf of OCWR, which is wholly or in part developed by a Consultant assigned by Contractor as part of this Contract. Existing contracted work does not preclude Contractor from fulfilling this Contract.

**CONTRACT EXHIBIT A-1
TASK AUTHORIZATION REQUEST**

Date

SUBJECT: Task Authorization Request for Proposal in accordance with MA-299-TBD for Professional Technical Support Services for [Specific Task Name]

Orange County Waste & Recycling (OCWR) is requesting a Task Authorization Proposal for [Specific Services]. Proposal should include the requested information listed below.

Project Site is located at [OCWR Facility and Address]

Scope of Work

[TBD]

Schedule

Propose a schedule to complete the work including key milestones. Allow sufficient time for OCWR review and feedback time.

Proposed Work

Describe work to be performed, the estimated hours of work, and a list of deliverables to be prepared.

Please submit proposal to [County Task PM Name, Title, Email, Phone] on or before [Due Date, Time].

If you have any questions or need additional information, please contact the County Task PM listed above, or [Alternate Person Name, Title, Email, Phone].

[Name]

[Title]

Attachments:

cc: [Project Manager]

[Job File]

**CONTRACT EXHIBIT A-2
DETAILED CLASSIFICATION SPECIFICATIONS**

Class specifications are intended to present a descriptive list of the range of duties performed by assigned individuals in the class. Specifications are not intended to reflect all duties performed within the job.

CLASS SPECIFICATION SUMMARY				
#	CLASSIFICATION	QUALIFICATIONS	EXPERIENCE	DUTIES
1	Project Manager	<p>Knowledge of:</p> <ul style="list-style-type: none"> Advanced modern and complex principles and practices of project and/or program management, analytical processes, and report preparation techniques; advanced principles, practices, policies, and procedures of project related functions, such as, but not limited to, purchasing, personnel, risk management, finance, budgeting, and other related project management functions; construction, maintenance, and operating characteristics of Landfills; techniques for effectively representing the County in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations; techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and County staff. <p>Ability To:</p> <ul style="list-style-type: none"> Plan, schedule, assign, and oversee activities of assigned personnel; oversee staff and resources on projects; resolve conflict through workable solutions and alternative approaches; inspect the work of others and maintain established quality control standards; manage complex projects, analyze complex problems, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports; develop and implement goals, objectives, policies, procedures, and 	<ul style="list-style-type: none"> Eight years of increasingly responsible experience managing projects. Possession of a Project Management Professional certificate is highly desirable. Possession of Professional Engineering Registration in the State of California is highly desirable. 	<ul style="list-style-type: none"> Manages a project or group of projects through all phases of the Project Management Life Cycle, including project development, review of preliminary design, construction and installation, commission, and closeout. Manages, directs, and coordinates activities of the project team to ensure project progresses on schedule within prescribed budget, and with acceptable quality; confers with project team to provide technical advice and resolve problems; conducts project team meetings to ensure adequate communication of project status. Performs periodic review of work assignments to ensure that the work is satisfactory and is completed according to plan. Interfaces with senior management, peers, project staff, Contractors, customers, and users as necessary to coordinate project execution; informs stakeholders of project status and possible outcomes. Prepares project reports for management, and others; makes presentations, as necessary. Manages the selection of outside Contractors; oversees the bid, proposal, and selection/purchase recommendation process for major projects; solicits proposals; reviews proposals; selects Contractors; establishes schedules and performance criteria. Works with Contractors on project planning, preparation, scheduling, and execution of contracts; ensures work is completed on time and in conformance with plans and specifications. Interprets facility construction contract documents; resolves contract issues; maintains quality control; prepares progress payments to the contractor; reviews submittals for material and equipment conformance to design specifications and plans. Performs analysis of change orders; negotiates fair and reasonable costs for change orders; prepares change order reports and documents for consideration by management. Applies project management tools as required to address

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		work standards for the assigned projects; identify problems, research and analyze relevant information, develop and present recommendations and justification for solution; analyze, interpret, summarize, and present administrative and technical information and data in an effective manner; prepare clear and concise reports, correspondence, policies, procedures, and other written materials.		the financial aspects and impacts of project variables such as delays to the project schedule. <ul style="list-style-type: none"> Serves as a liaison for the division with other County Agencies, Department Divisions, and outside agencies; provides staff support to commissions, committees, and task forces; explains and interprets divisional programs, policies, and activities.
2	Engineer, Civil	<p>Knowledge of:</p> <ul style="list-style-type: none"> Landfills, solid waste, water/wastewater, and/or process/environmental design. <p>Ability To:</p> <ul style="list-style-type: none"> Perform design and design review of landfill environmental control systems, piping systems, wastewater treatment systems, reclaimed water systems, landfill gas to energy systems, etc. including calculations. 	<ul style="list-style-type: none"> Bachelor's degree from an accredited college or university with major course work in civil engineering. Ten years of increasingly responsible civil and/or process/environmental engineering experience in landfill environmental control systems or related industries. Possession of professional engineering registration from the State of California. 	<ul style="list-style-type: none"> Prepare detailed drawings, technical specifications, and scopes of work; review proposals; select consulting engineers; and perform construction support services. Candidate shall also have experience performing interdisciplinary review of design documents. Review design by Contractors of landfill environmental control systems, piping systems, wastewater treatment systems, reclaimed water systems, landfill gas to energy systems, etc. including calculations. Prepare more complex engineering plan clarifications and changes in response to contractor's request for information during construction of facility and verify that equipment meets design specifications and regulatory requirements. Engineering and technical support for maintenance projects; engineering studies; root cause analysis, and condition assessments. Other engineering and technical services/support for the Compliance Support Team, in coordination and collaboration with OC Waste & Recycling's Landfill and Project Management teams.
3	Engineer, Mechanical	<p>Knowledge of:</p> <ul style="list-style-type: none"> Landfills, solid waste, water/wastewater, and/or process/environmental design, or equivalent. <p>Ability To:</p> <ul style="list-style-type: none"> Perform calculations, design and design review of mechanical systems related to landfill gas system piping, flare stations, landfill gas to energy plants, sewer, piping, pumps, wastewater treatment systems, reclaimed water systems, pumps, etc. 	<ul style="list-style-type: none"> Bachelor's degree from an accredited college or university with major course work in mechanical engineering. Ten years of increasingly responsible mechanical, process/environmental and/or mechanical engineering experience in landfills, solid waste, or related industries. 	<ul style="list-style-type: none"> Prepare detailed drawings, technical specifications, and scopes of work; review proposals; select consulting engineers; and perform construction support services. Candidate shall also have experience performing interdisciplinary review of engineering design documentation. Perform calculations, review design by Contractors of mechanical systems related to landfill gas system piping, flare stations, landfill gas to energy plants, sewer, piping, pumps, wastewater treatment systems, reclaimed water systems, pumps, etc. Prepare more complex engineering plan clarifications and changes in response to contractor's request for information during construction of facility and verify that equipment meets design specifications and/or regulatory requirements.

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			<ul style="list-style-type: none"> • Possession of professional engineering registration from the State of California. 	<ul style="list-style-type: none"> • Plan and manage predictive Maintenance (PdM) using condition-based monitoring technologies to determine the health of a piece of equipment. Predictive and corrective maintenance on OC Waste & Recycling assets through techniques such as vibration analysis, and infrared thermography. • Engineering and technical support for maintenance projects; engineering studies; root cause analysis, and condition assessments. • Other engineering and technical services/support for the Compliance Support Division, in coordination and collaboration with Landfill and Project Management teams.
4	Engineer, Electrical	<p>Knowledge of:</p> <ul style="list-style-type: none"> • Electrical system design including medium voltage design and motor control schematic development. <p>Ability To:</p> <ul style="list-style-type: none"> • Design and review design of electrical systems for landfills, landfill gas to energy plants, or related industries facilities. 	<ul style="list-style-type: none"> • Bachelor's degree from an accredited college or university with major course work in electrical engineering. • Ten years of increasingly responsible electrical engineering experience in landfills, landfill gas to energy, or related industry. • Possession of professional engineering registration from the State of California. 	<ul style="list-style-type: none"> • Review design of medium voltage and low voltage electrical distribution systems and motor control systems including switchgear, single line diagrams, elementary diagrams, motor control schematics, short circuit calculations, protective device coordination studies, raceway/wire design, hazardous area classification. • Perform interdisciplinary review of design documents, reviewing NETA test results, and performing electrical system startup and commissioning (low and medium-voltage systems). • Prepare more complex engineering plan clarifications and changes in response to contractor's request for information during construction of facility and verify that equipment meets design specifications and regulatory requirements. • Engineering and technical support for maintenance projects; engineering studies; root cause analysis, and condition assessments. • Other engineering and technical services/support for the Compliance Support Division, in coordination and collaboration with Landfill and Project Management teams.
5	Engineer, Structural	<p>Knowledge of:</p> <ul style="list-style-type: none"> • Control system design for landfills, landfill gas to energy plants, or related industries facilities. <p>Ability To:</p> <ul style="list-style-type: none"> • Design and review design of control systems for landfills, landfill gas to energy plants, or related industries facilities. 	<ul style="list-style-type: none"> • Education/Training: Bachelor's degree from an accredited college or university with major course work in civil or structural engineering. • Ten years of increasingly responsible structural engineering experience in landfills, landfill gas to energy, or 	<ul style="list-style-type: none"> • Review detailed drawings, prepare technical specifications, and scopes of work; review proposals; select consulting engineers. • Review design by Contractors of structural systems for landfills or related industries facilities. • Performing interdisciplinary review of design documents and developing commissioning procedures. • Prepare more complex structural engineering plan clarifications and changes in response to contractor's request for information during construction of facilities and verify that equipment meets design specifications and regulatory requirements. • Engineering and technical support for maintenance

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			<p>related industries.</p> <ul style="list-style-type: none"> • Possession of professional engineering registration from the State of California. 	<p>projects; engineering studies; root cause analysis, and condition assessments.</p> <ul style="list-style-type: none"> • Other engineering and technical services/support for the Compliance Support Division, in coordination and collaboration with Landfill and Project Management teams.
6	Engineer, Instrumentation	<p>Knowledge of:</p> <ul style="list-style-type: none"> • Control system design for landfills, landfill gas to energy, or related industries facilities. <p>Ability To:</p> <ul style="list-style-type: none"> • Design and review design of control systems for landfills or related industries facilities. 	<ul style="list-style-type: none"> • Bachelor's degree from an accredited college or university with major course work in engineering. • Ten years of increasingly responsible Instrumentation and Controls (I&C) engineering experience in landfills, landfill gas to energy, or related industry. • Possession of professional engineering registration from the State of California. 	<ul style="list-style-type: none"> • Design review of PLC/HMI systems, fiber optic and PLC communication networks, review panel design, P&ID development, control strategies, loop drawings, motor control schematics, instrument selection, instrument installation, etc. • Performing interdisciplinary review of design documents and developing commissioning procedures. • Prepare more complex engineering plan clarifications and changes in response to contractor's request for information during construction of facility and verify that equipment meets design specifications and regulatory requirements. • Engineering and technical support for maintenance projects; engineering studies; root cause analysis, and condition assessments. • Other engineering and technical services/support for the Compliance Support Division, in coordination and collaboration with Landfill and Project Management teams.
7	Engineer, Corrosion	<p>Knowledge of:</p> <ul style="list-style-type: none"> • Corrosion related principles as it relates to the wastewater industry, corrosion mitigation and monitoring systems including operation and maintenance of cathodic protection systems. <p>Ability To:</p> <ul style="list-style-type: none"> • Conduct field investigations to assess process structures and piping, conduct corrosion related failure analysis with regards to environmental degradation and/or protective coating and concrete lining failures, and design, operate and maintain Cathodic protection systems. 	<ul style="list-style-type: none"> • Bachelor's Degree in physical sciences or Engineering • Minimum of 5 years of corrosion related work including reviewing and evaluating engineering drawings and designs, providing technical support to field staff, performing field testing, evaluating, and inspecting process structures and pipelines, and operating and maintaining Cathodic protection systems. • Experience must include executing complex, high-level 	<ul style="list-style-type: none"> • Conduct field investigations to verify the condition of piping systems and structures, and evaluate alternate corrosion protection systems based on Plant conditions, perform Cathodic protection (CP) surveys and review CP system designs, perform coating inspections, failure analysis, and specification review, and provide recommendations for material selections based upon the operating environments. • Conduct condition assessments of process piping systems and structures and evaluate alternate corrosion protection systems based on plant conditions. • Engineering and technical support for maintenance projects; engineering studies; root cause analysis, and condition assessments. • Other engineering and technical services/support for the Compliance Support Division, in coordination and collaboration with Landfill and Project Management teams.

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			<p>engineering work and technical studies, generating reports and technical scopes of work, and performing in-depth engineering calculations.</p> <ul style="list-style-type: none"> • NACE Corrosion Specialist or NACE Cathodic Protection Specialist Certification • Valid OSHA Confined Space Entry Training certification. 	
8	Engineering Assistant	<p>Knowledge of:</p> <ul style="list-style-type: none"> • Process/environmental design. <p>Ability To:</p> <ul style="list-style-type: none"> • Perform activities to assist with design and design review of landfill environmental control systems, piping systems, wastewater treatment systems, reclaimed water systems, landfill gas to energy systems, etc. including calculations. 	<ul style="list-style-type: none"> • Bachelor's degree from an accredited college or university with major course work in civil, mechanical, or environmental engineering, or similar engineering. • One year of civil engineering experience subsequent to college graduation or receipt of an EIT certification. 	<ul style="list-style-type: none"> • Assist with preparation of detailed drawings, technical specifications, and scopes of work; review proposals; select consulting engineers; and perform construction support services. • Review design and review landfill environmental control systems, piping systems, wastewater treatment systems, reclaimed water systems, landfill gas to energy systems, etc. including calculations. • Prepare engineering plan clarifications and changes in response to contractor's request for information during construction of facility and verify that equipment meets design specifications and regulatory requirements. • Engineering and technical support for maintenance projects; engineering studies; root cause analysis, and condition assessments. • Other engineering and technical services/support for the Compliance Support Team, in coordination and collaboration with OC Waste & Recycling's Landfill and Project Management teams.
9	Engineering Technician	<p>Knowledge of:</p> <ul style="list-style-type: none"> • Algebra, geometry and trigonometry necessary to perform sub-professional engineering work; terminology, methods, practices, equipment and techniques of drafting, field survey; field survey techniques and equipment; effective speaking, writing and grammar skills; computer skills, including proficiency in database and word processing applications, and CAD. <p>Ability To:</p>	<ul style="list-style-type: none"> • Bachelor's degree from an accredited college or university with major course work in civil engineering. • Two years of experience at the level of an Engineering Technician or two years of progressively 	<ul style="list-style-type: none"> • Under general supervision of an Engineer, performs advanced technical sub-professional engineering work, in various areas including review road and flood design, utilities projects, surveying, traffic control, programming, construction management, engineering drafting, engineering support, etc. • Other engineering and technical services/support for the Compliance Support Team, in coordination and collaboration with OC Waste & Recycling's Landfill and Project Management teams.

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		<ul style="list-style-type: none"> Read and interpret legal descriptions, engineering drawings, and survey notes; assist in the preparation of designs, plans, estimates, report and specifications; perform mathematical calculations; operate and skillfully use computers, compile, enter data into software applications and compute specified formulas and procedures. 	responsible engineering experience. College courses, training seminars, or a combination thereof.	
10	Architect	<p>Knowledge of:</p> <ul style="list-style-type: none"> Architectural design and building construction methods, materials and requirements including building codes and code requirements. <p>Ability To:</p> <ul style="list-style-type: none"> Perform design and design review of buildings and building improvements for occupied and process building structures 	<ul style="list-style-type: none"> Bachelor's degree from an accredited college or university with major course work in civil engineering and/or architecture. Ten years of increasingly responsible experience in design and construction of buildings and tenant improvement projects. <p>Possession of professional engineering registration and/or architectural license from the State of California.</p>	<ul style="list-style-type: none"> Prepare detailed drawings, technical specifications, and scopes of work; review proposals; select consulting engineers; and perform construction support services. Candidate shall also have experience performing interdisciplinary review of design documents. Review design by Contractors of new building projects and tenant improvement projects. Work with City Building/Planning Departments, Fire Departments, and other regulatory agencies as a liaison on behalf of OC Waste & Recycling to ensure projects comply with permitting and code requirements. Prepare more complex plan clarifications and changes in response to Contractor's Request for Information during construction of facility and verify that facilities constructed meet design specifications and regulatory requirements.
11	Coating Specialist	<p>Knowledge of:</p> <ul style="list-style-type: none"> Coating systems, including plastic liners used for wastewater pipeline and structures. <p>Ability To:</p> <ul style="list-style-type: none"> Conduct coating related field assessments, review and develop specifications and perform inspections and failure analysis. 	<ul style="list-style-type: none"> Minimum high school diploma Five years of coating application, assessment/inspection, and specifications development experience, preferably in the wastewater industry NACE CIP3 and either NACE or SSPC Protective Coating Specialist certifications Valid OSHA Confined Space Entry 	<ul style="list-style-type: none"> Conduct coatings related inspections to ensure contractor compliance with specifications, conduct failure analysis and specification review. Develop coating specifications including surface preparation and coatings application and provide recommendations for material selections based upon the operating environments. Conduct field investigations to assess the condition of coatings on piping systems and structures. Technical support for maintenance projects; studies; root cause analysis, and condition assessments. Other technical services/support for the Compliance Support Division, in coordination and collaboration with Landfill and Project Management teams.

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			Training certification.	
12	Maintenance Scheduling Specialist	<p>Knowledge of:</p> <ul style="list-style-type: none"> • Operation and maintenance of wastewater equipment specifically related to area of assignment. • Principles, practices, methods, and equipment related to planning and scheduling the maintenance of treatment and collection systems, infrastructure, and facilities. • Principles, practices, equipment, materials, and tools used for assigned maintenance and repair programs and projects, including developing a preventative maintenance program. • Principles and practices of maintain and ensuring the data integrity of a CMMS database. Basic principles and practices of budget development, administration, and accountability. • Principles and practices of contract administration and evaluation. • Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility. • Safety practices, procedures, and equipment pertaining to work. • Record keeping principles and procedures. • English usage, grammar, spelling, vocabulary, and punctuation. • Modern office practices, methods, and computer equipment and applications related to the work, including word processing, database, and spreadsheet applications. • Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff. <p>Ability to:</p> <ul style="list-style-type: none"> • Independently plan, prioritize, and schedule routine and non-routine corrective, 	<p>• Any combination of education and experience that provides the required knowledge, skills, and abilities may be qualifying as determined by OC Waste & Recycling.</p> <p>• High school diploma or equivalent, supplemented by specialized training in the areas of mechanical equipment maintenance or wastewater treatment plant operations; AND</p> <p>• Five (5) years of increasingly responsible experience in the maintenance and/or operations of industrial facilities, such as those found in a wastewater treatment plant, including:</p> <p>Possession of, or ability to obtain, a valid California Driver's License by time of appointment.</p>	<ul style="list-style-type: none"> • Maintenance planning and scheduling through Maximo, working closely with OC Waste & Recycling staff. • Plans, prioritizes, and schedules routine and non-routine corrective, preventive, and predictive maintenance work based on demand, workload, and available parts and materials; makes recommendations on system improvements. • Receives unplanned requests for non-emergency maintenance work; visits job sites and determines the nature of the problem or repair request; selects and describes the most efficient and optimal way to perform the job; identifies, recommends, and sequences the job by specific and logical tasks or steps; determines resource requirements; promotes energy conservation practices. • Assembles the planned job package including detailed work orders, job plan detail by task, labor deployment plan by craft and skill, bill of material, parts acquisition/procurement plan, required permits, technical resources, and documentation of assigned maintenance crew needed to successfully complete the job. • Organizes, plans, and assists in scheduling all necessary resources to accomplish maintenance activities; releases job for scheduling when required resources are available. • Ensures the integrity and update of a CMMS database; ensures orderly and timely transition of work orders from request stage to "schedule ready" backlog; ensures accurate and up-to-date numbering of all equipment; maintains equipment history; analyzes backlog and ensures all planned work is prioritized and backlog relief measures exist. • Develops preventative maintenance program for all equipment in coordination with maintenance management; participates in reviewing history trends and makes recommendations for improvements. • Assists in determining corrective measures needed to improve accuracy of estimating and improving methods of work processes. • Participates in budget preparation, analysis, and monitoring; provides data to support annual budget and staffing requirements. • Periodically analyses costs and recommends cost reduction measures; provides management with periodic analysis of cost trends with recommendations for continual improvements. • Plans major shutdowns of equipment and/or facilities in coordination with maintenance and operation staff and

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	<p>preventive, and predictive maintenance work based on demand, workload, and available parts and materials.</p> <ul style="list-style-type: none"> • Perform a variety of specialized work assignments requiring knowledge of plant and related facilities, systems, and equipment with minimal direct supervision. • Oversees, analyze, and utilize relevant database systems. • Provide recommendations on methods to perform maintenance jobs effectively. • Read, interpret, and work from sketches, blueprints, schematic diagrams, and equipment manuals. • Interpret, apply, explain, and ensure compliance with Federal, State, and local policies, procedures, laws, rules, and regulations. • Establish and maintain a variety of filing, record keeping, and tracking systems. • Prepare clear and concise technical reports and documentation. • Make sound, independent decisions within established policy and procedural guidelines. • Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines. • Operate modern office equipment including computer equipment and software programs. • Use English effectively to communicate in person, over the telephone, and in writing. • Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines. • Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work. 		<p>management.</p> <ul style="list-style-type: none"> • Schedules “ready to schedule” work for field staff with oversight from field supervisor. • Performs long- and short-range planning including regular analysis of backlog relative to available resources. • Manages, plans, and schedules maintenance service-related contract work, including landscaping, digester cleaning, collection line cleaning, closed circuit television inspection, certification inspections for equipment, and other facilities maintenance; develops scope of work, identifies vendors, reviews bids, oversees contractor performance, and approves invoices. • Ensures management staff is informed of unusual and/or critical situations. Complies with safety rules and regulations. • Maintains accurate records and files of work performed and materials and supplies used; prepares regular and special reports on maintenance of equipment and systems. • Performs related duties as required.
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13	Business/Staff Analyst	<p>Knowledge of:</p> <ul style="list-style-type: none"> • Principles and practices of business organization and public administration. • Operational characteristics, services, and activities of assigned program area. • Methods and techniques of data collection, research, and report preparation. • Methods and techniques of statistical and financial analysis. • Basic principles and applications of critical thinking and analysis. • Principles and practices of budget preparation and administration. • Principles of business letter writing and report preparation. • Principles and practices of record keeping and records management. • Basic principles and practices of contract negotiation, preparation, and monitoring. • Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility. • Modern office practices, methods, and computer equipment and applications related to the work, including word processing, database, and spreadsheet applications. • English usage, grammar, spelling, vocabulary, and punctuation. • Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff. 	<ul style="list-style-type: none"> • Any combination of education and experience that provides the required knowledge, skills, and abilities may be qualifying as determined by OC Waste & Recycling. • Possession of a bachelor's degree from a college or university which is accredited by the US Department of Education, with major coursework in business administration, public administration, or a related field; AND, • One (1) year of experience in performing research, analysis, and budgetary duties • Possession of, or ability to obtain, a valid California Driver's License by time of appointment. 	<ul style="list-style-type: none"> • Performs a variety of professional-level research, administrative, operational, financial, and analytical duties in support of assigned programs and functions within a department; conducts studies, research projects and analyses by selecting, adapting, and applying appropriate analytical, research, and statistical techniques. • Participates in the development and implementation of goals, objectives, policies, and priorities for assigned functions and program areas; researches, implements, and administers policies, procedures, and changing business practices and processes for assigned area. • Participates in studies of new and existing programs and special projects; researches and analyzes organization structure, technical data, and fiscal impact to determine feasibility, resolve problems, and increase efficiency; consults with County personnel and outside agencies; develops recommendations; assists with the development of policies and procedures; participates in program implementation and monitors activities. • Provides assistance in resolving operational and administration problems; identifies problem areas and issues; conducts research to find alternative solutions; makes recommendations; assists in the implementation of recommendations. • Assists in preparation of administrative, operational, and financial reports to include the preparation of conclusions, recommendations, and forecasts based on data summaries and other findings; consults with County staff, outside agencies, and associations to obtain information. • Assists with the budget process; provides assistance in the development of assigned budget; collects and analyzes financial data; reviews and analyzes budget requests and requests for budget allocation changes from department personnel throughout the fiscal year; makes recommendations and obtains final approval for changes; creates data tracking and reporting systems; monitors monthly status. • Provides professional staff assistance to management staff; participates on and provides staff support to a variety of committees and boards; prepares and presents staff reports and other correspondence as appropriate and necessary. • Assists in the coordination of assigned services and project activities with other County programs, functions, boards, committees, and task forces as well as external organizations and agencies, and the general public; represents assigned department on committees and task forces to develop, schedule, implement, and
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				<p>monitor programs and projects that impact various County departments; responds to and resolves inquiries and complaints.</p> <ul style="list-style-type: none"> Performs administrative duties such as developing staff reports, evaluating existing and proposed policies and procedures, and participating in the development and measurement of industry benchmarks; consults with and advises department personnel; makes recommendations and reviews and evaluates the implementation of changes. Consults, researches, negotiates, and monitors assigned contracts and agreements with outside suppliers, service providers, leasing agents, and others; ensures work is performed in compliance with contracts and agreements. Implements and administers contracting processes for assigned area; ensures adherence with applicable rules and regulations. Attends and participates in professional group meetings; stays abreast of new trends and innovations in the functional area(s) of assignment and issues related to field of expertise. Performs related duties as required.
14	Safety Specialist	<p>Thorough Knowledge of</p> <ul style="list-style-type: none"> Federal, state, and local occupational safety rules, regulations, standards and guidelines (e.g. Occupational Safety and Health Administration [OSHA], National Fire Protection Association [NFPA], American National Standards Institute [ANSI], National Institute for Occupational Safety and Health [NIOSH]) Complex or sophisticated safety principles in one or more high hazard industry subjects (such as lock-out/tag-out, confined space entry, machine guarding and other high hazard industry subjects) Adult learning principles and techniques for developing training materials, aids, and safety standards Techniques for gathering, compiling, analyzing, and presenting information verbally and in writing Office practices, procedures, and equipment, including computers and applicable software applications such as word processing, spreadsheets, and databases 	<ul style="list-style-type: none"> Two (2) years of experience as a Safety Specialist with the County of Orange. OR Five (5) years of experience directly related to implementing and coordinating safety programs. A Bachelor's degree in occupational health or industrial hygiene will substitute for one (1) year of experience. A Master's degree in occupational health or industrial hygiene will substitute for two (2) years of experience. Professional certification in field 	<p>Under general direction, performs lead role responsibility in administering and implementing the County's comprehensive safety program; and performs other work as required.</p> <p>Job Duties include:</p> <ul style="list-style-type: none"> Leads the countywide safety initiatives and projects; acts as the primary liaison for the County's safety division in proactively managing and implementing countywide initiatives to maintain compliance with regulatory and county safety standards. Performs statistical, analytical, and diagnostic review of injuries, patterns, trends, and root causes; identifies gaps and solutions from review of trends; consults with risk management program managers and appropriate personnel to implement improvements. Manages and coordinates the activities of contracted safety service vendors; reviews health and safety plans of contracted vendors to ensure vendors' adherence to state, local and county regulations. Leads the more complex safety assessments, particularly those involving high hazard activities; identifies and addresses gaps; provides recommendations for the elimination or mitigation of safety problems. Reviews, develops, and updates the countywide safety plans and programs, including safety policies and procedures; identifies and addresses gaps by working in collaboration with

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	<ul style="list-style-type: none"> • Trends and innovations related to workplace safety programs • Knowledge of General • Functions of governmental agencies and their roles pertaining to safety regulations and standards • Safety principles, practices, and procedures • Loss control methods, principles, and techniques • Investigative techniques such as root cause analysis (RCA) • OSHA, Cal/OSHA, Environmental Protection Agency (EPA) and related governmental codes and regulations • Accident investigation techniques; accident/incident recordkeeping techniques • Instructional program design, principles, and techniques • Technologies as they relate to safety programs • Techniques for gathering, compiling, auditing, analyzing, and presenting information verbally and in writing • Safety, health, and environmental compliance • Mathematical calculations; statistical analysis; report preparation • Project management • Techniques and characteristics to lead a group of individuals • Ability to Conduct needs assessment, analyze data and/or situations, draw from logical conclusions and recommend effective courses of action • Perform quantitative and qualitative analysis, including financial analysis as it relates to injury and illness costs • Write full reports using logical approaches to gathering data, analyzing information, presenting problems, and recommending solutions • Effectively communicate in English orally and in writing, including the ability to 	<p>safety such as Certified Safety Professional (CSP) or Industrial Hygienist (IH) Preferred.</p>	<p>safety program managers to improve the efficiency, effectiveness, and delivery of safety programs.</p> <ul style="list-style-type: none"> • Collaborates with management and stakeholders in analyzing organizational needs to improve and address gaps in training and safety courses, designing relevant content, and developing measurable training strategies and delivery methods using latest learning theories. • Acts as subject matter expert and coach in mentoring safety staff to increase their knowledge, skills and abilities and improve on the unit's overall goal of delivering safety initiatives, projects, and programs. <p>8. Researches, interprets, and applies federal, state, and local safety laws and regulations in performing safety duties. 9. Conducts annual safety facility inspections to identify safety hazards.</p>
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		<p>communicate technical information in a clear and understandable manner</p> <ul style="list-style-type: none"> • Read, analyze, interpret, and apply more complex safety regulations, standards, and requirements • Establish and maintain collaborative working relationships; work with others to find mutually agreeable solutions to problems; use persuasion, influence, and diplomacy to obtain cooperation and reach mutually agreeable objectives • Perform job functions independently, objectively and within set timeframes • Conduct inspections and identify hazardous conditions; perform RCA • Identify areas of particular risk and develop programs to reduce risk • Operate office equipment including computers, word processing, spreadsheets, and database applications • Use current technologies to create graphics, present ideas and arguments, and data to support recommendations • Establish and maintain effective recordkeeping systems • Travel to locations within the County or to other jurisdictions using county-approved means of transportation as required for some assignments 		
15	Sr. Environmental Planner/Permit Engineer	<p>Knowledge of:</p> <ul style="list-style-type: none"> • Complex principles and practices of planning and development • Methods and procedures used in planning • High level of knowledge in California Environmental Quality Act (CEQA) • Geographic Information Systems (GIS) or comparable mapping tools • Methods and techniques of effective technical report preparation and presentation • Oral and written presentation techniques • Principles of supervision, including 	<ul style="list-style-type: none"> • Two (2) years of experience at the level of an Associate Planner at the County of Orange OR Bachelor's degree from an accredited U.S. college or university, or a certified foreign studies equivalency in urban planning or a related field, and four (4) or more years of progressively responsible planning experience OR 	<ul style="list-style-type: none"> • Class specifications are intended to present a descriptive list of the range of duties performed by employees in this classification. Specifications are not intended to reflect all duties performed within the job. • Plans, coordinates, and prepares projects and studies such as general plan elements, comprehensive plans, and other special planning and CEQA studies. • Research and reviews technical reports, maps, and plans; compiles data for planning projects; and documents sources of information and contacts for project period. • May serve as lead and perform technical planning tasks, such as coordinating, organizing, and implementing plans and programs for effective utilization of land and physical facilities. • May serve as lead to multi-disciplinary staff and contractors in conducting a variety of planning studies or evaluating

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	<p>techniques to lead, coach, and train others</p> <p>Ability To:</p> <ul style="list-style-type: none"> Supervise, organize, and review the work of professional and technical staff and contractors Lead time-sensitive and controversial projects Independently perform the most difficult planning and environmental impact research and analysis projects Read, interpret, explain, and apply technical and/or controversial land use and other related regulations, laws, legal documents, planning concepts, plans and renderings, and instruction manuals Make sound and justifiable decisions Provide effective consultation and advice to engineers, architects, builders, and members of the County with codes and regulatory practices Assemble, analyze, and evaluate land use, environmental, sociological and data of studies to formulate recommendations for decision-making bodies Analyze and evaluate CEQA and other federal, state, County, and local laws and ordinances pertaining to comprehensive and/or controversial projects Prepare clear and concise reports, recommendations, and correspondence for the Board of Supervisors, Planning commissions, Zoning Administrators, and Subdivision Committee, etc., and follow up as needed. Deal with difficult public relations problems associated with projects Establish and maintain effective working relationships with those contacted in the course of work. 	<ul style="list-style-type: none"> Master's degree from an accredited U.S. college or university, or a certified foreign studies equivalency in one of the fields stated above, and minimum of three (3) years of progressively responsible professional level experience as described above OR A minimum of five (5) years of progressively responsible planning experience. College courses, training seminars, or a combination thereof (e.g. urban planning, regional planning, environmental planning, urban design or geography, land and property development, civil or environmental engineering, etc.) related to the knowledge and the abilities, may be substituted for up to two (2) years of the required experience based on three (3) semester units equal to one month and/or one hour of job related training equal to one hour of experience OR Possess current American Institute of Certified Planners (AICP) certification License/Certification Possession of a 	<p>complex and/or controversial discretionary planning applications.</p> <ul style="list-style-type: none"> Provides information to customers pertaining to elaborate and/or controversial subdivisions, legal lot status, certificates of compliance, and boundary adjustments processing. Provides responsive, high quality service to County employees, representatives of outside agencies, and members of the public by providing accurate, complete, and up-to-date information in a courteous, efficient, and timely manner for technically challenging and/or controversial requests. May conduct field site visits, facilitated by planners, inspectors, engineers, or other staff on significant and/or controversial projects. Communicates with the public, governmental officials, citizen groups, and other staff to effectively convey technical planning information. Manages and prepares final documents such as ordinances, technical or formal reports, development standards and criteria, general plan amendments and resolutions. Conducts peer reviews of environmental documents, such as Initial Studies, Mitigated Negative Declaration (MND) and Environmental Impact Reports (EIRs). Makes public presentations to the Board of Supervisors, Planning Commission, Zoning Administrator, Subdivision Committee, citizen planning groups, environmental groups, and other policy-making bodies. May act as a project leader in committees and special task groups. May supervise planners, Contractors, and interns on projects guiding, checking, correcting, and reviewing the work of others. Performs Zoning Plan Check on complex and/or controversial projects.
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			valid California Class C Driver License or the ability to use an alternative method of transportation to carry out the essential functions of the job.	
16	Environmental Resources Specialist	<p>Knowledge of:</p> <ul style="list-style-type: none"> Practices, principles, policies, and procedures of natural resource management related to monitoring, planning, protecting, investigating, inspecting, and ensuring environmental regulatory compliance as governed by federal, state, and local laws and regulations Laboratory and field applications, including safety principles and practices applicable to natural resource management (some assignments) Principles and practices of personnel management, supervision, and training (some assignments) Complex data management and analysis software and programming tools to enhance environmental monitoring and assessment programs Economics and project/program management techniques General requirements of environmental impact assessments and related regulatory processes Principles and practices of policy development and implementation and practices of project management <p>Ability to:</p> <ul style="list-style-type: none"> Direct, coordinate, and implement the work of a section or a designated work group Review, interpret, and analyze various types of information which may include the use of software tools and applications, statistical methods, and/or other advanced techniques to provide recommendations and determinations to 	<ul style="list-style-type: none"> Four (4) years of experience as an Environmental Resources Technician or higher with the County of Orange. Or Six (6) years of technical experience which demonstrates possession of the required knowledge and abilities with at least three (3) years of supervisory level experience for supervisory assignment. Senior Environmental Resources Specialist And Bachelor's degree or higher from an accredited college or university, in biology, chemistry, environmental engineering, watershed management, ecology, geology or a related science field. Note: Possession of a Master's Degree or higher from an accredited college or university, in biology, chemistry, environmental health, environmental engineering, watershed 	<ul style="list-style-type: none"> Supervises, directs, schedules, organizes, trains, and reviews the work of a section of Environmental Resources Technicians and Specialists, and other staff responsible for implementing environmental regulatory compliance programs and studies with an emphasis on monitoring, managing, protecting, and enhancing the quality of land and water resources within the County's jurisdiction. Identifies environmental regulatory compliance program needs, prioritizes data acquisition, designs environmental resource programs, develops policies and procedures, formulates, and justifies budget requests, and administers programs in compliance with local, state, and federal laws and regulations. Supervises, reviews, and coordinates investigations, clean-ups of water pollution incidents, and assessments of non-compliance; prepares and reviews written enforcement actions; may participate in administrative hearings and court proceedings. Develops, implements, and supervises protocols and requirements for compliance inspections, permit reviews, and verifications of environmental controls at facilities within the County's jurisdiction. Plans, develops, and manages a variety of complex studies, research efforts, and analyses related to environmental resources and regulatory compliance. Prepares and presents comprehensive oral and written reports with related data visualization products (i.e., maps, tables, charts, graphs, etc.) and fact sheets designed to support environmental program management decisions. Serves as a department representative on various committees, regulatory, and advisory boards, and responds to public inquiries about environmental programs, projects, and studies. Develops and supervises the implementation of various environmental public outreach, education, and training programs related to environmental regulatory compliance. Serves as a program leader to County agencies/departments, cities, state and federal agencies, local

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		<p>support project/program outcomes</p> <ul style="list-style-type: none"> • Communicate effectively orally and in writing; prepare and review reports (technical/scientific), grants, scientific summaries, proposals, correspondences, and presentations • Establish effective working relationships with various stakeholders to include management, employees, professionals in various disciplines, and the public impacted by environmental projects/programs • Plan and facilitate stakeholder meetings, acting in the capacity of a County representative with industry, community groups, and agencies as partners in natural resource management • Demonstrate critical thinking, creative problem solving, and exercise appropriate judgment in answering questions and releasing information • Investigate and prepare enforcement actions to maintain compliance with local, state, and federal regulations and ordinances, and agreements • Prepare and implement effective training and quality control programs 	<p>management, ecology, geology, or related science field may be substituted for up to one year of required work level experience. License/Certification Specific professional certification may be required for some assignments.</p> <ul style="list-style-type: none"> • Possession of a valid California Driver's License may be required for some assignments. 	<p>agencies, private industry, and other stakeholder groups on environmental compliance activities, including programmatic and policy issues.</p> <ul style="list-style-type: none"> • May supervise staff in the operation and administration of the County's real-time Automated Local Evaluation in Real Time (ALERT) flood warning radio telemetry system, which may include monitoring, data analysis, managing related equipment/software, troubleshooting, and prioritizing program needs. • Provides and identifies strategic goals, performance metrics, and staff training/development needs to ensure effective performance and professional guidance.
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**CONTRACT EXHIBIT A-3
LIST OF SUBCONTRACTORS**

Listed are subcontractors anticipated to perform services as specified in the Scope of Work. Contractor shall maintain a list of subcontractors and shall notify and provide the OC Waste & Recycling Contract Administrator or designee with proposed substitutions or additions. Substitution or addition of subcontractors shall only be allowed with expressed consent by the County PM.

Subcontractor	Contact - Names	Classification(s)/Position(s)
Corrpro	Brooks Bucher, P.E. Sarjvit Singh	Corrosion Engineer Coating Specialist
Infrastructure Engineers	Clark Shen, P.E. Albert Armijo	Structural Engineer/Civil Engineer Senior Environmental Resource Specialist

**ATTACHMENT B
RATE SCHEDULE**

This is an all-inclusive Contract at fixed hourly rates between the County and Contractor for Professional Technical Support Services as specified in Attachment A, Scope of Work. Contractor agrees to accept the specified compensation as set forth below as full remuneration for performing all Services and furnishing all staffing, labor, insurance, equipment, tools, materials, overhead, etc. required and for any reasonably unforeseen difficulties which may arise or be encountered in the execution of providing the Services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall not pay any sum in excess of the total Contract amount or hourly rate fees specified below, unless authorized by Amendment in accordance with Sections C and P of County's Terms and Conditions.

LIST OF CLASSIFICATIONS				HOURLY RATES RANGE	
#	CLASSIFICATION	QTY	UM	Low	High
1	Project Manager	1	Hourly	\$ 130	\$ 155
2	Engineer, Civil	1	Hourly	\$ 85	\$ 125
3	Engineer, Mechanical	1	Hourly	\$ 110	\$ 150
4	Engineer, Electrical	1	Hourly	\$ 120	\$ 160
5	Engineer, Structural	1	Hourly	\$ 125	\$ 160
6	Engineer, Instrumentation	1	Hourly	\$ 125	\$ 160
7	Engineer, Corrosion	1	Hourly	\$ 155	\$ 165
8	Engineering Assistant	1	Hourly	\$ 70	\$ 95
9	Engineering Technician	1	Hourly	\$ 60	\$ 85
10	Architect	1	Hourly	\$ 120	\$ 150
11	Coating Specialist	1	Hourly	\$ 95	\$ 105
12	Maintenance Scheduling Specialist	1	Hourly	\$ 85	\$ 110
13	Business/Staff Analyst	1	Hourly	\$ 60	\$ 90
14	Safety Specialist	1	Hourly	\$ 70	\$ 95
15	Sr. Environmental Planner/Permit Engineer	1	Hourly	\$ 110	\$ 150
16	Environmental Resources Specialist	1	Hourly	\$ 70	\$ 110

ATTACHMENT C
PAYMENT TERMS AND INVOICING INSTRUCTIONS

Terms

Contractor shall submit an invoice in *arrears* for Services provided as outlined in Attachment A, Scope of Work.

Payment due to the Contractor will be made within 45 days after receipt of a correctly submitted invoice. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided.

Payment made by the County shall not preclude the right of the County from thereafter disputing any service billed or involved under this Contract and shall not be construed as acceptance of any part of the work (services).

Invoicing Instructions

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. The Contractor shall provide an invoice on the Contractor's letterhead. The invoice shall have a unique number and shall include the following information:

- a. Contractor's Name and Address
- b. Contractor's Federal Tax I.D. Number
- c. Contractor's Remittance Address
- d. Name of County Department
- e. MA Number MA-299-21011236
- f. Complete Breakdown of Charges, including a copy of the employee's time documentation which clearly shows time worked on a particular task and the Signed Task Authorization for each task time is allotted
- g. Total

Invoices and supporting documents shall be submitted to ocwrinvoice@ocwr.ocgov.com or mailed to the following address:

OC Waste & Recycling
Attn: Accounts Payable
601 N. Ross St. 5th Floor
Santa Ana, CA 92701

Payment (Electronic Funds Transfer EFT): The County of Orange offers contractors 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 an Electronic Remittance Advice with the payment details via e-mail. To request a form, please contact the department's procurement representative. Completed form and required documentation must be submitted by mail to the physical address listed on the EFT form. Forms submitted electronically will not be accepted.