

Attachment 2. AGREEMENT WITH GEOSYNTEC
ENVIRONMENTAL ENGINEERING SUPPORT SERVICES
FOR
OC WASTE & RECYCLING

This Agreement for Environmental Engineering Support Services for OC Waste & Recycling (this “Agreement”) is hereby entered into this ____ day of _____, 2010 (“Effective Date”) and is by and between the County of Orange, a political subdivision of the State of California, by its OC Waste & Recycling, (the “County”) and Geosyntec Consultants, a licensed professional Architect/Engineering firm of the State of California (the “A-E”), with a principal office located at 2100 Main Street, Suite 150 Huntington Beach, California 92648.

RECITALS

WHEREAS, County desires to contract for “as-needed” environmental engineering support services for OC Waste & Recycling, as more fully described in Exhibit A, Scope of Services, attached and incorporated herein, hereinafter called “Services” for such term as is defined herein;

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

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

AGREEMENT

1. Retainer

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

b. A-E is an engineering firm and will perform the Services provided for herein in association with the following Team Members: SWT Engineering and SCS Engineers. A-E and the principals of the Team Members are duly registered under the laws of the State of California.

A-E Principals assigned to the Services are:

Bertrand Palmer, Ph.D., P.E.	Principal
Haydar Azzouz, P.G.	Project Director

Other key professionals assigned by A-E to the Services and their respective assignments have been approved by County and are shown in Exhibit B. During the term of this Agreement, neither A-E, nor Team Members will substitute others for the named key professionals without written approval of the Director, or designee (the “Director”) of OC Waste & Recycling. If a designated professional fails to perform satisfactorily, upon written notice from the Director, A-E shall have fifteen (15) calendar days to remove that person from the Task and replace that person with one acceptable to OC Waste & Recycling.

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

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

c. Prohibition against Subcontracting or Assignment

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

assigned, conveyed, hypothecated, delegated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the County.

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

2. Services

a. Description of Services

The Services under this Agreement is those specified in Exhibit A Scope of Services, which is attached hereto and incorporated herein by this reference. Individual Services performed under this Agreement shall be completed in accordance with a Task Order issued by the Director, as fully expressed in the Scope of Services.

b. Project Criteria and Standards

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

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

- Public Contract Code of the State of California
- Resource Conservation and Recovery Act, Subtitle D
- California Code of Regulations Title 27 California Integrated Waste Management Board
- South Coast Air Quality Management District Rules 403, 431.1, 1150.1 NSPS and Title V
- OC Public Works former RDMD
- Orange County Grading Manual and Excavation Code
- OC Waste & Recycling
- OC Waste & Recycling Regulatory Compliance Requirements (refer to Exhibit E)
- Others may include: APWA Standard Specifications, Waste Discharge Requirements and California Environmental Quality Act

as well as instructions set forth by the Director.

c. Safety and Health Laws and Regulations

A-E shall prepare a Health and Safety Plan in compliance with all local, municipal, State, and Federal safety and health laws, orders, and regulations applicable to A-E's operations in the performance of the Services. While on the premises of County, A-E and its employees, subcontractors, and agents shall comply with the requirements of the Occupational Safety and Health Act of 1970 (P.L. 91-596), as amended, and any State plan approved under such act, and the regulations there under, to the extent applicable and shall ensure that all its employees, subcontractors, and agents have a safe place of work on the premises of County. Said plan shall be approved by OC Waste & Recycling' Safety Officer and A-E's personnel assigned to the Project must read and sign the Safety Plan before they visit and/or work at the Project site.

d. Laws to be Observed

In addition to those specified or referred to above or otherwise herein, A-E shall be familiar with and, at all times, observe and comply with but not limited to the jurisdiction of the County of Orange, Local Enforcement Agency, Regional Water Quality Control Board, South Coast Air Quality Management

District, and all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of its performance in accordance with this Agreement.

e. Scheduling, Coordination, and Reporting

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

A-E shall prepare a project management plan for OC Waste & Recycling' approval within fifteen (15) working days of the Effective Date of this Agreement. This plan shall include a schedule for completion of the various elements of the tasks consistent with County's objectives and milestone dates. The plan shall include Monitoring and Reporting, Measurement of Progress and Budget Comparison Reporting sections.

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

The A-E shall be responsible for providing written minutes, as required by OC Waste & Recycling's Environmental Services Project Manager (ES PM), of all Project Meetings attended by the A-E or his designee and County representatives. A copy of the minutes shall be sent to the Site PM or designee for concurrence within five (5) working days of each meeting.

A-E shall submit a progress report of each month's activities by the last Wednesday of the following month to OC Waste & Recycling. The progress report shall include the following items as appropriate and as directed by the Scope of Work:

- Narrative Summary
 - Highlights
 - Major decisions
 - Major activities
 - Milestones reached on each task
 - Progress achieved compared to planned progress

- Areas of concern and corrective action taken or planned
- Overall A-E project progress
- Overall progress of procurement package preparation (if any)
- Overall progress of work being managed by A-E (if any)

Each monthly progress report shall be a concise summary of Project information and data prepared for the use of OC Waste & Recycling project management personnel.

A-E shall complete all authorized Task Orders, as outlined in the Scope of Services and obtain all approvals of County as stipulated in the deliverable plan and agreed upon herein. In the event A-E fails to complete the work in a timely and professional manner, County shall have the option of completing the work with its own force or under agreement with another firm. The time allowed for A-E to complete the work pursuant to this Agreement maybe extended by the Director (for an additional period of time determined by the Director) for time delay created by job conditions or other conditions without fault or negligence of the A-E.

f. Presentations

When public presentations are called for, OC Waste & Recycling staff will schedule and/or arrange for such presentations and will provide introduction and assistance. A-E shall be responsible for preparation of all exhibits and visual aids for oral presentation. Any recommendations to be made in the presentation shall have prior concurrence of OC Waste & Recycling staff.

g. Approvals of Other Agencies and Entities

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

h. Ownership of Documents, Equipment and Materials

All test data, survey results, computer database, models and renderings such as drawings, designs, specifications and other incidental architectural and engineering work, documentation, equipment, or materials prepared by the A-E in connection with the performances of Services furnished

hereunder shall be and remain the property of County, including all copyrights, rights of reproduction and other interests relating thereto, shall be surrendered to County upon request of OC Waste & Recycling at any time, or may be used by County, as County may require, without any additional cost to County.

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

i. Final Drawing

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

j. Reproduction

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

3. Access to Facilities and Property

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

4. Compensation of A-E

The total Agreement compensation shall not exceed the aggregate amount of \$2,200,000, inclusive of compensation paid in accordance with this Agreement and the Agreement for Environmental Engineering Support Services for OC Waste & Recycling between the County and Bryan A. Stirrat & Associates. For this purpose, compensation will include, but not be limited to, all amounts paid to A-E under each respective agreement and reimbursable and other direct costs. The Director shall allocate the tasks under each agreement.

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

5. Term of Agreement

The term of this Agreement shall commence upon the date the Effective Date and, unless earlier terminated as provided for herein, shall be in full force and effect for three (3) years.

The Director, within the authority granted by the Board of Supervisors, may extend this Agreement by a maximum of 90 days if deemed necessary to complete tasks assigned during the original term of the Agreement. Only task orders authorized and issued by the Director or his designee prior to the original expiration date of this Agreement may be paid after expiration of the Agreement. The actual task order work must be completed no later than 90 days after expiration of the Agreement and billed in one of the next three following billing cycles. The terms and conditions of the Agreement shall remain in effect during this extension period.

6. Authorization to Proceed

A-E is not authorized to proceed with the Services until this Agreement is approved by the County's Board of Supervisors. In addition, A-E shall not perform any Services under this Agreement without the issuance of a Task Order.

7. Suspension, Delay, or Interruption of Work

The County, in its sole and absolute discretion, may, at any time, suspend, delay, interrupt, or stop the performance of any or all of the Task Orders, work or Services of this Agreement by written notice to the A-E for the convenience of County or for work stoppages beyond the control of the County, the A-E or other party.

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

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

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

8. Termination of Agreement

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

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

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

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

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

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

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

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

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

c. Termination for Convenience of County

Notwithstanding any other provision of this Agreement to the contrary, the County may, at any time, and without cause, terminate this Agreement in whole or in part, upon not less than 30 days' written notice to the A-E. Such termination shall be effected by delivery to the A-E of a notice of termination specifying the effective date of the termination and the extent of the Services (including, but not limited to Task Order(s)) to be terminated. The A-E shall immediately stop work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by County. The County shall pay the A-E for the Services completed prior to the effective date of the termination, and such payment shall be A-E's sole remedy under this Agreement. Under no circumstances will the A-E be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph. The A-E shall insert in all Team Member contracts and subcontracts that the subcontractor shall stop work on the date of and to the extent specified in a notice of termination, and shall require Team Members and subcontractors to insert the same condition in any lower tier subcontracts.

d. Transfers on Termination

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

9. Default and Remedies

a. Default by A-E

In the event (1) A-E fails to perform the Services required pursuant to this Agreement within the times set forth each Task Order; (2) A-E, or any employee or agent, Team Member or subcontractor of A-E, wrongfully files or records a lien against any property of the County or any agent or employee of County; (3) A-E is declared to be bankrupt or insolvent, an assignment for the benefit of creditors is made by the A-E, the A-E files a voluntary petition in bankruptcy or insolvency, a receiver shall be appointed for A-E and such appointment or bankruptcy or insolvency proceedings, petition, declaration or

assignment is not set aside within thirty (30) days; (4) any representation or certification made by A-E to the County shall prove to be materially false or misleading on the date said representation or certification is made; (5) a material default shall be made in the observance or performance of any covenant, agreement or condition contained in this Agreement required to be kept, performed or observed by A-E; (6) any of the policies of insurance required to be obtained by A-E are canceled; or (7) A-E violates any laws, ordinances, rules, regulations, or orders of any public authority in the performance of its duties pursuant to this Agreement; then, provided the event as described above is not cured within thirty (30) days after written notice from the County to A-E is given, the County may declare the A-E to be in default under this Agreement and exercise any remedies available to it.

b. Default by County

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

10. Force Majeure

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

11. Consent to Breach Not Waiver

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

12. Remedies Not Exclusive

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

13. Non-Employment of County Personnel

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

Nothing in this Agreement shall be deemed to make A-E, or any of A-E's employees or agents, the agents or employees of the County. A-E shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work, provided that A-E is in compliance with the terms of this Agreement. Anything in this Agreement which may appear to give OC Waste & Recycling the right to direct A-E as to the details of the performance of the work or to exercise a measure of control over A-E shall mean that A-E shall follow the desires of County, only in the results of the work.

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

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

15. License and Certificates

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

16. Patent/Copyright Materials/Proprietary Infringement

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

17. Compliance with Laws

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

18. Errors and Omissions

All work performed by A-E shall be complete, accurate and consistent and shall be carefully checked prior to submission. A-E understands that County's checking is discretionary and A-E shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving A-E's work, the work will be returned to A-E for correction, which shall be made without additional compensation to A-E if necessary to correct errors for which A-E is responsible. Should County or others discover errors or omissions in the work submitted by A-E after County's approval thereof, County's approval of A-E's work shall not be used as a defense by A-E and A-E is not relieved of its responsibility for accuracy of its work.

County may, at its option, return the approved work for A-E to correct which shall be made without additional compensation to A-E if the necessary corrections are due to errors for which A-E is responsible, and/or County may, at its option, claim damages for breach of this Agreement. The foregoing

notwithstanding, A-E's performance under this Agreement will be consistent with the norms for the profession and no other warranty is expressed or implied.

19. Indemnification and Insurance

Indemnification/Insurance: A-E agrees to indemnify, defend with counsel approved in writing by County, and hold harmless County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") 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 A-E pursuant to this Agreement. If judgment is entered against A-E and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees A-E and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

Insurance Provisions

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

All insurance policies required by this Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. A-E shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the State of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

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

Coverage

Minimum Limits

Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit 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	\$5,000,000 per claims made or per occurrence

All liability insurance, except Professional Liability, required by this Agreement shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County shall be added as an additional insured on all insurance policies required by this Agreement with respect to work done by the A-E under the terms of this Agreement (except Workers' Compensation/Employers' Liability and Professional Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Agreement shall be primary insurance, and any insurance maintained by the County shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Agreement shall give the County 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

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

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

The Commercial General Liability policy shall contain a severability of interest's clause.

The A-E is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The A-E will comply with such provisions and shall furnish the County satisfactory evidence that the A-E has secured, for the period of this Agreement, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation. If the A-E fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified contractor.

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

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

The procuring of such required policy or policies of insurance shall not be construed to limit A-E's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

20. Award of Construction Contract and Other Future Contracts

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

21. Entire Agreement

This Agreement, including Exhibits A, B1, B2, C, C1, C2, C3, D and E, which are attached hereto and incorporated herein by this reference, contains the entire Agreement between the parties with respect to the matters herein and there are no exceptions, alternatives, substitutions, revisions,

understandings, agreements, restrictions, promises, warranties or undertakings, whether oral or written, other than those set forth herein or referred to herein.

22. Amendments

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

23. Appropriation/Contingency of Funds

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

24. Notices

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

COUNTY: Environmental Engineering Support Services for OC Waste & Recycling
300 N. Flower Street, Suite 400
Santa Ana, CA 92703
Attn: Government & Community Relations Deputy Director or Designee

A-E: Geosyntec Consultants
2100 Main Street, Suite 150
Huntington Beach, CA 92648
Attn: Haydar Azzouz, Project Director

25. Confidentiality

Work Product

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

a. Assurances

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

b. Non-Disclosure

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

c. Non-Utilization

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

26. Independent Contractor

The A-E shall be and act at all times during the term of this Agreement as an independent contractor vis-à-vis the County and shall not be, nor shall the A-E be construed in any manner as being, an agent, employee or officer of the County. The A-E shall solely be responsible for the Services performed under the terms of this Agreement. The County shall look to the A-E for results only. The A-E shall assume

full responsibility for payments on account of itself of Federal, State and local taxes or contributions imposed or required under the Social Security, Workers' Compensation and applicable income and employment tax laws. In this regard, the A-E certifies to the County that it is aware of the laws of the State of California requiring the self-employed to be insured against liabilities and shall comply with such laws during the term of this Agreement. Nothing contained herein shall be construed as creating the relationship of employer/employee or principal/agent.

Nothing in this Agreement shall be deemed to make A-E, or any of A-E's employees or agents, the agents or employees of County. A-E shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work, provided that A-E is in compliance with the terms of this Agreement. Anything in this Agreement which may appear to give OC Waste & Recycling the right to direct A-E as to the details of the performance of the work or to exercise a measure of control over A-E shall mean that A-E shall follow the desires of County, only in the results of the work.

27. No Additional Compensation for Deficiencies

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

28. Books, Records and Audit

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

A-E agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal

working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of A-E for the purpose of auditing or inspecting any aspect of performance under this Agreement. The inspection and/or audit will be confined to those matters connected with the performance of this Agreement including, but not limited to, the costs of administering this Agreement. The County will provide reasonable notice of such an audit or inspection. A-E agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, A-E agrees to include a similar right to the County to audit records and interview staff of any Team Member or subcontractor related to performance of this Agreement.

The County reserves the right to audit and verify the A-E's records before final payment is made. Should the A-E cease to exist as a legal entity, the A-E's records pertaining to this Agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to ES PM.

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

The A-E is aware of, and A-E, Team Members and subcontractors shall comply with the provisions of Sections 1773, 1775, and 1813 of the Labor Code. All workers, as classified by the provisions of the Labor Code, employed by the A-E, Team Member or subcontractor for any Services under this Agreement, shall be paid prevailing wages as required by the above statutes, if and as applicable.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the County Board of Supervisors has obtained the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Agreement from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors, and copies will be made available to any interested party on request. The A-E shall post or cause the Team Member or subcontractor to post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The A-E shall comply with the provisions of Sections 1773, 1775, and 1813 of the Labor Code.

30. Non-Discrimination

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

of penalties referred to in California Labor Code Section 1735 or other applicable State and Federal regulations.

31. County Child Support Enforcement

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

Failure of the A-E and Team Members to timely submit the data and/or certification required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of this Agreement.

32. Employee Eligibility Verification

The A-E warrants that it and all Team Members and subcontractors fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The A-E shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The A-E shall retain all such documentation for all covered employees for the period prescribed by the law. The A-E shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the A-E or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

33. Governing Law and Venue

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of laws provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive

venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another venue.

34. Contract Construction

This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Agreement by any other party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

35. Declared Emergency

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

36. Sustainability

OC Waste & Recycling wants to further its commitment to sustainability through encouraging our vendors to adopt this business philosophy. Improving energy efficiency is a first step toward achieving sustainability in buildings and organizations. Energy efficiency helps control rising energy

costs, reduces environmental footprints, and increases the value and competitiveness of the vendors. This means getting the most out of every single unit of energy, water, materials, and resources used in their business. Green concepts and practices the A/E Firm should consider for the day-to-day operations include the following:

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

The A-E Firm should consider sustainability for incorporation into their work product. Sustainability objectives should be identified by the A/E firm for consideration by OC Waste & Recycling and for use as a design basis if specifically requested by OC Waste & Recycling.

- Use of recycled products;
- Reuse on-site materials where available;
- Utilize green sub-contractors;
- Identify and utilize energy efficient products;
- Minimize use of raw materials/products; and/or
- Establish a life cycle costing methodology for projects.

37. Change of Ownership

A-E agrees that if there is a change or transfer in ownership of A-E's business prior to completion of this Agreement, the new owners shall be required under terms of sale or other transfer to assume A-E's duties and obligations contained in this Agreement and complete them to the satisfaction of County.

38. Headings

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

39. Severability

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

40. Calendar Days

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

41. Attorney Fees

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

42. Waiver of Jury Trial

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

43. Authority

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

44. Task Order Instructions

As-needed, non-routine service calls may be placed against this Agreement by the ES PM. Each activity under this Agreement will be covered by a Task Order. It is expressly understood that the Task Order Services to which the A-E is asked to respond to, will be on an “as-needed” basis, and authorized by the ES PM. As each task is identified, the A-E will prepare a “Task Order Proposal” which details the scope of work to be accomplished, list of deliverables, schedule for completion, an estimated not-to-exceed cost for its completion, including a detailed breakdown of all labor and materials costs, what portion of the Task Order Services will be performed by A-E, Team Members or subcontractors and such other matters which are necessary to perform the Task Order. After the Task Order Proposal is reviewed and approved by the ES PM, ES PM shall issue a Notice-to-Proceed prior to commencement of the proposed work.

All Task Orders will be an integral part of this Agreement upon approval by the Director. The fees provided in each Task Order will include all applicable fees and costs. These services may be paid on a time and materials (receipt needed for materials) basis and/or on a lump sum basis as mutually agreed by ES PM and A-E.

Notwithstanding any provision to the contrary in this Agreement, in no event will any Task Order amend or modify any provision of this Agreement, including, but not limited to this Scope of Services or compensation provisions. Any such modification is void.

During implementation of the Task Order, the A-E shall submit each month to the ES PM a billing invoice for services rendered. ES PM’s authorization must be submitted with the invoice in order for payment to be made. The ES PM shall review and approve the invoice for payment by OC Waste & Recycling Accounting.

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

45. Exhibits

The following Exhibits are attached hereto and incorporated herein by this reference:

- Exhibit A: Scope of Services
- Exhibit B1: Organizational Chart
- Exhibit B2: Key Personnel
- Exhibit C: Schedule of Fees
- Exhibit C1: Schedule of Fees - Geosyntec
- Exhibit C2: Schedule of Fees – SWT Engineering
- Exhibit C3: Schedule of Fees – SCS Engineers
- Exhibit D: County of Orange Child Support Enforcement
- Exhibit E: Regulatory Compliance Requirements

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

COUNTY OF ORANGE

Date _____

By _____

Chairman, Board of Supervisors

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

Date _____

By _____

Darlene J. Bloom
Clerk of the Board of Supervisors
Of Orange County, California

Geosyntec Consultants

Date _____

By _____

Signature and Title

Date _____

By _____

Signature and Title

APPROVED AS TO FORM:

County Counsel

By _____

John H. Abbott, Deputy

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

EXHIBIT A
SCOPE OF SERVICES

Environmental engineering support services include the following:

The A-E shall provide OC Waste & Recycling with engineering and other Services for the Environmental Services Section on an “as-needed” “on-call” basis and as requested in writing in accordance with a Task Order. The primary services provided by A-E shall include, but are not limited to, preparation of solid waste studies, reports, planning, surveying, photogrammetry, designs, permitting, hydrology and hydrogeology services, drilling, testing, review, construction quality assurance services for projects in the fields of solid waste and support services:

1.0 Solid Waste Services

- Prepare or review solid waste facility permits (SWFP).
- Prepare, update and/or review joint technical documents (JTD).
- Prepare and/or review conditional use permits (CUP).
- Prepare and/or review waste discharge requirements (WDR).
- Prepare, update and/or review master development plans.
- Prepare and/or review construction cost estimates.
- Prepare and/or review alternatives to prescriptive liner standard designs.
- Prepare and/or review construction plans and specifications.
- Prepare and implement or review evaluation-monitoring plans.
- Prepare and/or review landfill gas, leachate, and groundwater investigation and implement corrective action plans.
- Prepare and/or review landfill gas monitoring, design, construction, monitoring, maintenance, and/or modification of landfill gas collection and disposal systems.
- Emission testing for flares.
- Prepare and/or review CUPA documents.
- GHG Report preparation and verification services.
- Design and/or provide post-closure maintenance of landfill cover systems, landfill gas systems, groundwater monitoring systems, and infrastructure.
- Prepare, update and/or review closure/post-closure maintenance plans.
- Prepare, update and/or review long term monitoring and operational plans.
- Prepare, update and/or review SPCC Plans.
- Perform and/or review Subtitle D determinations.
- Perform other solid waste services as required.
- Review and analyze new legislation and regulations.

2.0 Hydrology and Hydrogeology Services

- Prepare and/or review hydrology and hydrogeology studies, including field investigation by drilling, coring, and pumping tests.
- Monitor groundwater quality, flow rates, and other parameters.
- Prepare and implement plans for monitoring unsaturated (vadose) zones.
- Prepare groundwater monitoring reports.
- Design groundwater remediation systems.
- Perform water balance analyses.
- Design hydraulic structures, including detention basins, erosion control systems, surface drains, down drains, pumping systems, and other structures.

- Perform and/or review NPDES inspections, sampling and analyses.
- Prepare NPDES monitoring reports and plans.
- Prepare SWPPP reports and/or updates.
- Perform or review groundwater sampling and analyses.
- Perform or review seepage evaluations.
- Perform other landfill hydrology and hydrogeology services as required.

3.0 QA/QC Services

- Apply and obtain construction-related permits.
- Review Contract Documents and prepare QA/QC Plans.
- Establish Certification and Reports required by OC Waste & Recycling and regulatory agencies.
- Provide QA/QC and engineering support during monitoring wells/probes installation and abandonment.
- Perform laboratory testing as necessary to assure QA/QC requirements of the specifications are met.
- Perform QA/QC and engineering support during construction of projects including concrete and asphalt elements of the project.
- Review contractor's submittal of materials catalog data, shop drawings, field and factory testing, and other technical submissions for compliance with contract specifications, and recommend acceptance or rejection.
- Review and verify construction contract change order submittals for technical compliance with the contract terms.
- Review as-built drawings submitted by the contractors.
- Prepare final report for each project addressing the as-built geotechnical aspects of the projects.
- Prepare as-built reports.
- Assist OC Waste & Recycling with documentation processing for regulatory agency requirements.
- Conduct training for OC Waste & Recycling personnel in groundwater sampling techniques, SPCC inspections, NPDES sampling and inspection protocols, plus other training as requested.
- Perform other landfill QA/QC services as required.

4.0 Civil Engineering Services

- Provide field surveying and site inspection services.
- Provide aerial photogrammetry services.
- Perform other civil engineering services as required.

Other Services that may be required and provided by the A-E on an as-needed basis will be construction management, civil, mechanical, electrical and geotechnical engineering services, real estate and miscellaneous services:

5.0 A-E Services

- Design access roadways (temporary, operational, and permanent), including pavements signage, and roadway culverts.
- Prepare landfill grading, drainage, and erosion control plans.
- Provide or review design services for stockpiles, drainage facilities, and other structures.
- Prepare fill-sequencing plans.

- Provide miscellaneous civil, geotechnical, mechanical and electrical engineering, geological services, and other solid waste related engineering services.
- Provide miscellaneous civil, geotechnical, mechanical and electrical engineering, geological services, and other solid waste related engineering services.
- Perform other landfill A/E services as required.

6.0 Geotechnical Engineering Services

- Perform and/or review geotechnical reconnaissance of landfill sites and adjacent properties.
- Perform and/or review slope stability analyses.
- Perform literature review of previous geological, hydro-geological, and geotechnical investigations.
- Perform and/or review field geological, and hydro-geological mapping and interpretations.
- Perform and/or review soil borrow studies, both on-site and off-site, including soil properties and quantities.
- Perform and/or review subsurface exploration, including subcontracting for drilling or other exploration services.
- Perform and/or review geophysical investigation, including surface and borehole surveys.
- Perform and/or review geotechnical and analytical laboratory testing.
- Perform and/or review subsurface soil condition explorations.
- Perform and/or review excavation and earthwork observations and recommendations.
- Perform and/or review erosion potential and slope evaluation of cut and fill slopes.
- Perform and/or review stability of cut and fill slopes and evaluate landslide potential.
- Perform other landfill geotechnical engineering services as required.

7.0 Real Estate Related Services

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

8.0 Construction Support Services

- Review projects for completeness, compatibility, and coordination of plans and specifications, ability to construct, and construction means and methods.
- Review all drawings and specifications and advise OC Waste & Recycling whether the design process is on schedule and within the project scope and budget.
- Review Invitation to Bid, Proposal format, General Conditions, Supplementary Conditions, and Special Conditions for construction contracts.
- Evaluate bids and bidders and make formal recommendations to OC Waste & Recycling.
- Develop, implement, and monitor effective systems for project cost control.
- Coordinate construction work with activities and responsibilities of materials testing and inspection teams to complete the project in accordance with the County's objectives of cost, time and quality.
- Develop and implement a system for the preparation, review, and processing of construction change orders. Recommend necessary and/or desirable changes to OC Waste & Recycling, review requests for changes, and/or negotiate change orders.
- Observe construction contractor's work for contract compliance and quality control.

- Review and make recommendations pertaining to progress payments to each contractor.
- Provide regular updates of the milestone summary schedule and monthly progress reports on the project.
- Monitor the prime contractor's development and implementation of health and safety plans to comply with all Federal, State, municipal and local laws, rules, and regulations.
- Provide claim analyses and recommendations as required.
- Provide survey work as required.
- Provide other landfill construction management services as required.

Other landfill-related services that may be required and obtained on an as-needed basis are construction management, civil, mechanical, electrical, geotechnical engineering services, real estate-related and miscellaneous services.

EXHIBIT B1
ORGANIZATIONAL CHART OF THE GEOSYNTEC TEAM

A-E: Geosyntec Consultants

TEAM Members: SWT Engineering and SCS Engineers

EXHIBIT B2
KEY PERSONNEL

AE: Geosyntec Consultants

Bertrand Palmer, Ph.D., P.E.	Principal
Haydar Azzouz, P.G.	Project Director
Eric Smalstig, P.E.	Associate
Mike Reardon, P.E.	Senior Professional
Saverio Siciliano, P.G., C.E.G.	Project Manager

TEAM Members: SWT Engineering and SCS Engineers

Michael A. Cullinane, P.E.	Principal (SWT)
Patrick Sullivan, P.E.	Principal (SCS)

**EXHIBIT C
SCHEDULE OF FEES**

1. A-E Compensation

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

a. Basis

For completion and approval of all work for a Task Order, compensation shall be either on a Time and Materials (T&M) basis or on a Lump Sum (LS) basis.

The rates listed herein shall be effective from the execution of this Agreement through the termination of this Agreement.

Compensation for a T&M Task Order shall be per rates shown in Exhibit C, attached hereto and made a part hereof. All the costs on each invoice will be separate and itemized with reference to the scope of services and the task order number, as provided in the Agreement and the Task Order authorization. Invoice documentation shall be attached to the invoice and be sufficient to substantiate the actual cost of all billed items. The submitted billed items must be in conformance with the requirements in the Agreement and all County policies.

Compensation for a LS Task Order shall be based on the percent scope of work completed. The A-E shall submit a progress report for LS Task Orders. The percent of work completed and the required progress report **shall be verified and approved by ES PM** for invoice to be paid. Lump Sum basis Task Orders are required to have written approval by the ES PM prior to the Contractor proceeding with the services. Prior to the services commencing the Contractor shall provide the ES PM with a detailed breakdown of the labor and materials costs that determined their lump sum quote. The breakdown shall be in accordance with the contract rate sheet. Costs not contained in the contract rate sheet shall be reviewed by the ES PM for reasonableness as part of the written approval process. All Lump Sum quotes for task orders shall be executed and processed as described herein.

In the event of unforeseen circumstances occurring necessitating a modification to the authorized Task Order, a separate Task Order authorization may be requested by the A-E to reflect the change of scope of services.

(1) The total not-to-exceed compensation will be broken down into individual tasks that have yet to be determined. The amounts allocated for each task may be transferred and adjusted within these tasks with the written approval of the Director or designee.

It will be the sole responsibility of the County to monitor, track and move the task dollars within the not-to-exceed budget.

(2) A-E shall submit a monthly progress report to County's OC Waste & Recycling by the last Wednesday of the following month. The progress report shall show the following information for each Task Order:

- Amount Budgeted for each task;
- Revised Amount Budgeted;
- Amount Expended to Date;
- Amount Being Invoiced;
- Amount Remaining in Budget;
- Work performed during the month (with detailed breakdown of labor and material cost for T&M tasks, and percent scope complete for LS tasks).

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

The fee for reimbursables is a flat rate of 3 percent of the labor fees incurred by the Prime A-E (Geosyntec) and the authorized Team Member (SWT and SCS). Reimbursables include mileage, fuel, phone charges, in-house reproduction and plots, mailing, delivery charges, telefax charges, and other direct costs for non-technical services. The flat rate reimbursable fee shall be applied one time only, by the Primary A-E. Team Members shall bill the Primary A-E to get reimbursed.

When specialized services, specialized subcontractors, special equipment rental, products, permits, or other fees, are authorized by the ES PM through an approved Task Order, the expenditures shall be reimbursed once, at cost plus 10 percent markup, to the Primary A-E only. Team Members shall bill the Primary A-E to get reimbursed.

County's obligation under this Agreement is contingent upon the inclusion of sufficient funding for the services hereunder in the applicable County budget approved by the Board of Supervisors.

b. Change Orders and Authority

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

- Approval by County's Board of Supervisors is required if (1) a change would exceed \$5,000 when the original Agreement amount does not exceed \$50,000, (2) a change would exceed 10% of the original Agreement amount when the original Agreement amount exceeds \$50,000, but does not exceed \$250,000, and (3) a change for any Agreement would exceed \$25,000 plus 1% of the original amount of the Agreement in excess of \$250,000 up to a maximum change cost of \$100,000 when the original Agreement amount exceeds \$250,000.

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

c. Compensation on Termination

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

d. Other Contractual Requirements

- Labor Charges shall be charged on the basis of actual time spent at the job site (including round-trip travel time to/from job site) and at the company office, computed to the nearest ¼ hour.

- For construction-related tasks, travel time from portal to portal shall be charged at 50 percent of the published labor rate, computed to the nearest ¼ hour. Round-trip travel time to/from the office to the job site is not to exceed 2 hours per day within Orange County. Exceptions may be allowed for required travel outside Orange County when approved by ES PM.

- Key employees who will work on the project and the job classification the employees are assigned to are listed in Exhibit B2. The job classification and its corresponding charge (billing) rate for these key employees shall remain fixed for the life of the Agreement.

2. Payments

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

breakdown by task for the various subcontracted items shall also be indicated. For time & materials tasks, the A-E's billings shall also include, but not be limited to, classification of A-E's staff employed in the work, number of hours worked, and hourly rate. For lump sum tasks, the A-E's billings shall also include the percent scope of work completed during the monthly billing cycle (and cumulatively), and the required progress report. The percent of scope of work completed and the required progress report shall be **verified and approved by the ES PM** in order for payment to be made. These invoices must be prepared in a manner that will allow easy cross-referencing to the reports required herein. Requests for payment must be mailed (on the approved form) to OC Waste & Recycling Accounting/Accounts Payable. The responsibility for providing acceptable invoices rests with the A-E. Please note that the following information must be clearly referenced on the invoice:

- the A-E's vendor code, and
- the negotiated Agreement Number.

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

Invoices must be mailed to:

OC Waste & Recycling
300 N. Flower St., Ste. 400
Santa Ana, CA 92703-5000
Attn: Accounting/Accounts Payable
Project: Environmental Engineering Support Services for OC Waste & Recycling

EXHIBIT C1
Geosyntec Consultants (Prime A-E)
Schedule of Fees – Standard Rates⁽¹⁾

Rate/Hour⁽²⁾

Professional and Field/Construction Services

Technician	\$64
Senior Technician	\$72
CADD Operator/GIS Operator/Field Manager	\$82
Senior CADD Operator/Senior GIS Operator	\$97
Staff Professional/Site Manager	\$104
Designer	\$110
Senior Staff Professional	\$120
Professional I	\$129
Professional II	\$139
Assistant Project Manager/Project Professional I/Construction Manager	\$149
Project Professional II (Saverio Siciliano for technical work)	\$159
Project Manager (Saverio Siciliano for project management work)	\$169
Senior Project Manager/Senior Construction Manager	\$179
Senior Professional	\$189
Associate	\$199
Project Director (Haydar Azzouz) ⁽³⁾	\$199
Principal-in-Charge (Bert Palmer) ⁽³⁾	\$199

Administration and Support Services

Project Administrator	\$81
Administrative Assistant	\$72
Technical Word Processor	\$64
Clerical Support	\$58

**Geosyntec Consultants (Prime A-E)
Schedule of Fees - Prevailing Wage Rates**

Rate/Hour⁽²⁾

PREVAILING WAGE RATES *

Field/Professional Classification Group

Technician, Senior Technician, and Field Manager

First 8 hrs., Mon-Fri.	\$98
First 4 hrs. Overtime, First 12 hrs. on Sat.	\$121
>12 hrs., Mon-Sat, Sun, & Holidays	\$144

Site Manager and Staff Professional

First 8 hrs., Mon-Fri.	\$121
First 4 hrs. Overtime, First 12 hrs. on Sat.	\$132
>12 hrs., Mon-Sat, Sun, & Holidays	\$144

Senior Staff Professional

First 8 hrs., Mon-Fri.	\$132
First 4 hrs. Overtime, First 12 hrs. on Sat.	\$144
>12 hrs., Mon-Sat, Sun, & Holidays	\$156

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

* Only with approval by OC Waste & Recycling ES PM

Schedule of Fees - Geosyntec Field Equipment

	Daily - Weekly - Monthly
Field Vehicle	\$120 - \$500 - \$1,500
(includes fuel and mileage; Minimum 1/2 day charge for Vehicles)	
Vehicle ⁽⁶⁾ (includes fuel and mileage)	\$100 - \$400 - \$1,200
Field Disposables (Level D)	\$40 - \$160 - \$480
Explosive Gas Meter	\$80 - \$320 - \$960
Mini-Rae	\$60 - \$240 - \$600
Nuclear Density Gauge	\$65 - \$260 - \$780
Water Level Indicator	\$50 - \$200 - \$600
Differential Global Positioning System	\$75 - \$300 - \$900
Gas Monitoring/Sampling Assembly	\$150 - \$600 - \$1,800
Automated Field Devices (including field computers/printers)	\$100 - \$400 - \$1,200
Inclinometer	\$120 - \$500 - \$1,500
Generator	\$25 - \$100 - \$300
Vacuum Pump	\$10 - \$40 - \$120
Dust Monitor	\$75 - \$300 - \$900
Hand Auger	\$20 - \$80 - \$240
Metal Detector	\$5 - \$20 - \$60
Turbidimeter	\$30 - \$120 - \$360
Bailer	\$15 - \$60 - \$180
Deionized/Distilled Water (5-gallon bottle)	\$8 (each)
Other Geosyntec-owned Field Equipment (if needed)	Provided Upon Request

EXHIBIT C2
SWT Engineering

SCHEDULE OF FEES

<u>Title</u>	<u>Proposed Rate</u>	
Principal	\$196	Michael A. Cullinane, P.E.
Principal Planner	\$191	John R. Boucher
Principal Engineer	\$191	Richard M. Genzel, P.E.
Project Manager	\$163	
Project Engineer	\$139	Xavier P. Pfister, P.E.
Engineer/Senior Designer	\$122	J. P. Javier, Todd Samuel
Designer	\$106	
Senior CADD Operator	\$88	
CADD Operator	\$70	Nikki DuranAubrecht
Senior Planner	\$130	Lori Olin
Planner	\$109	
Project Coordinator	\$100	Janet Paul
Administrative Assistant	\$85	
Engineering Technician	\$93	Jeremy Botica
Technician	\$70	Trevor Boucher, Dan Nastika

EXHIBIT C3

SCS ENGINEERS - FEE SCHEDULE

	Rate/Hour
Principal (P. Sullivan only).....	\$199
Project Director/ Other Principal	198
Senior Project/Technical Manager	185
Project Manager	165
Certified Industrial Hygienist	165
Senior Project Professional.....	135
Project Professional	115
Construction Superintendent	130
Staff Professional.....	95
Project Administrator.....	95
Senior Engineering Technician.....	80
Designer/Drafter	80
Administrative/Secretarial	65
Technician.....	67

1. Company vehicles are charged at \$50 for up to a half day (4 hours) of use, and \$100 for up to a full day.

EXHIBIT D

County of Orange Child Support Enforcement Contract Terms and Conditions

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

Failure of the A-E to timely submit the data and/or certifications required or to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

County of Orange Child Support Enforcement Certificate

=====

"I certify that Geosyntec Consultants is in full compliance with all applicable federal, state, and local reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract Project 547796, with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

<i>Signature*</i>	<i>Name (Please Print)</i>
<i>Title</i>	<i>Date</i>
<i>Company Name</i>	
<i>Project No. 547796 - Environmental Engineering Support Services for OC Waste & Recycling</i>	
<i>Contract Number</i>	

***Two signatures required if a corporation.**

EXHIBIT E

REGULATORY COMPLIANCE REQUIREMENTS

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

1. PERMITS

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

2. REGULATORY COMPLIANCE AUTHORITIES

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

- Waste Discharge Requirements issued by the respective California Regional Water Quality Control Boards;
- Resource Conservation and Recovery Act, Subtitle D;
- California Code of Regulations Titles 8 (Cal-OSHA), 14, 23, and 27;
- South Coast Air Quality Management District Rules 403, 431.1, Title V, NSPS and 1150.1;
- National Pollutant Discharge Elimination System (NPDES);
- County of Orange OC Public Works, (formerly RDMD and PFRD); County of Orange OC Public Works Grading Manual and Excavation Code;
- Uniform Fire Code;
- Others may include: APWA Standard Specifications, current County of Orange Hydrology Manual and California Environmental Quality Act, as well as instructions set forth by the Director of OC Waste & Recycling or designee; and
- Any other agency permits pertinent to the Project.

3. ORDINANCES

Construction shall conform to all Federal, State, County, and local codes, ordinances, regulations, and standards having jurisdiction thereof. In the case of conflict between any such applicable documents

mentioned above and the specifications and drawings, the highest requirement shall govern. No additional charges shall be allowed for any changes to make work conform to regulations of above-mentioned documents or governing agencies, but shall be considered as completely included in the Task Order price.

4. CULTURAL/SCIENTIFIC RESOURCES

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

5. DISPOSAL OF SOLID WASTE

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

Solid waste resulting from maintenance and service may be disposed of within the active landfill at no charge if acceptable within the guidelines of a Class III landfill and approved in writing by the County. The A-E shall contact the ES PM or prior to disposal for the designated disposal area.

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

6. DISPOSAL OF LIQUID WASTE

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

7. STORM PROTECTION

- A. The A-E shall take every practicable precaution to minimize danger to persons and to the work during rainy or windy conditions. The County shall protect all County facilities within their work project. Also the A-E shall protect all facilities from damage due to the A-E's negligence.
- B. As part of its storm protection, the A-E shall provide a storm water management plan (erosion control plan), to be reviewed and approved by the County.

8. NPDES STORM WATER DISCHARGES

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

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

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

The A-E is not required to obtain an NPDES Construction Storm Water Industrial Activity Permit. However, the A-E must abide by the Site's NPDES requirements.

The appropriate SWPPP will be available for review by A-E in the offices of the Site PM.

9. DISCOVERED HAZARDOUS WASTE

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

described in the Contract. If hazardous waste is found, the County will contact its key waste A-E to properly remove and dispose of the waste. The A-E shall not disturb the waste. The A-E shall immediately notify the County if the waste is found leaking, not containerized, or vapors or odors are detected.

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

10. A-E GENERATED HAZARDOUS WASTE

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

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

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

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

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

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

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

11. FUGITIVE DUST EMISSION CONTROL

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

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

If the A-E fails or refuses to correct the noncompliance immediately, OC Waste & Recycling may terminate the A-E's right to proceed with the work, by written notice to the A-E. In such event, OC Waste & Recycling may take over the work and prosecute the same to completion, by contract or otherwise at the A-E's expense,

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

OC Landfill's Fugitive Dust Emission Control Plan (SCAQMD Rule 403-Fugitive Dust-April 1993) is available for review by the A-E in the offices of the respective Site PM.

12. BIOLOGICAL AND HABITAT PROTECTION

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

13. MAINTENANCE FACILITY AND WORK AREA

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

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

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

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

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

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

14. RED IMPORTED FIRE ANT INTERIOR QUARANTINE OF ORANGE COUNTY

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