

**CONSTRUCTION MANAGEMENT, QUALITY ASSURANCE / QUALITY CONTROL AND ARCHAEOLOGICAL / PALEONTOLOGICAL SUPPORT SERVICES AT PRIMA DESHECHA AND THE CLOSED LANDFILLS OF DEL OBISPO, SAN JOAQUIN, FORSTER CANYON, LANE ROAD, AND COYOTE CANYON. (SOUTH REGION LANDFILLS)**

THIS AGREEMENT is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (“Execution Date”) and is by and between County of Orange, a political subdivision of the State of California, by its OC Waste and Recycling, hereinafter referred to as “County” and sometimes referred to as “OC Waste & Recycling,” and Geosyntec Consultants a licensed professional Architect/Engineering firm of the State of California, hereinafter referred to as “A-E”, with a principal office located at 2100 Main Street, Suite 150, Huntington Beach, California 92648.

**RECITALS**

WHEREAS, County desires to contract for Architect-Engineer (A-E) services for Construction Management, Quality Assurance/Quality Control and Archaeological /Paleontological support services at the Prima Deshecha and other closed South Region Landfills, more fully described in Exhibit A, Scope of Work attached and by this reference, incorporated and made a part hereof, hereinafter called “Project,” for such term as is defined herein and for such other services during the implementation of the Project as is provided for 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 Project and the compensation to be paid for such services and mutual promises by the County, all as herein provided, the County and A-E agree as follows:

1. Retainer

a. County does hereby retain A-E to perform the professional services for the Project as hereinafter specified.

A-E is an Engineering and Environmental Consulting firm, in association with LSA Associates, Incorporated, an Archaeology and Paleontological firm and Huitt-Zollars, Incorporated, an Engineering/Architecture/Construction Management firm, of which the principal members are duly registered under the laws of the State of California. Further, the A-E's services hereunder shall be performed within professional standards of reasonable care, as practiced by similarly situated architectural firms, and as expeditiously as is consistent with professional skill and care and the orderly progress of the A-E services.

A-E Principals assigned to the Project and whose services are offered by A-E and accepted by County are:

Ken Fredianelli	Senior Construction Manager (Geosyntec Consultants)
Lloyd Sample	Archaeo/Paleo Field Director (LSA Associates)
James Garvin	QA Survey (Huitt-Zollars, Inc.)

Other key professionals assigned by A-E to the Project and their respective assignments on the Project have been approved by County and are shown in Exhibit B. During the term of this Agreement, neither A-E, nor Team Members will substitute others for the named key professionals approved by County without written approval of County's OC Waste & Recycling. A-E may substitute or change assignments of the professionals shown on Exhibit B with approval of County's OC Waste & Recycling. If a designated professional fails to perform satisfactorily, upon written notice from OC Waste & Recycling, A-E shall have fifteen (15) calendar days to remove that person from the project 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 Services under this Agreement. Team Members listed above may only be substituted by mutual agreement of A-E and the Director. Nothing contained in this Agreement shall create any contractual relations between County and any Team Member employed by A-E in connection with the Services.

b. A-E shall provide the following consulting services by the firms indicated below and detailed in the Scope of Work: Construction Management, (CM) Quality Assurance/Quality Control (QA/QC) and Archaeological/Paleontological (Archaeo/Paleo) Support Services for the Prima Deshecha and other South Region landfills.

“Consultants” 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 projects as described in the Statement of Work.

A-E may, with the written consent of the Director of OC Waste & Recycling or designee, employ other consultants to assist in the accomplishment of the work specified in this Agreement. Consultants may be substituted by mutual agreement of A-E and the Director of OC Waste & Recycling or designee. Nothing contained in this Agreement shall create any contractual relations between County and any consultant employed by A-E in connection with the Project.

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.

A-E shall be fully responsible and liable for the work of its employees, all 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.

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

A-E agrees to comply with the contract terms and conditions entitled, "County of Orange Child Support Enforcement Contract Terms and Conditions", which are attached as Exhibit D and incorporated by this reference.

## 2. Services

### a. Description of Services

The scope of 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. Final invoicing must be received within 60 days upon completion of final task.

### b. Project Criteria and Standards

Services performed hereunder, including, but not limited to the services of A-E, Team Members and subcontractors, shall be performed with that degree of skill, care, diligence and generally accepted professional standards as practiced by similarly situated architectural, mechanical, electrical,

structural and civil services firms, and as expeditiously as is consistent with professional skill, diligence and care and the orderly progress of the services. All work, of any kind, shall conform to and be in compliance with all applicable codes, laws, ordinances, regulations, and restrictions. Except as otherwise expressly provided herein, A-E shall (1) furnish all labor, supervision, equipment, tools, testing devices, provide all of the consumable materials, and each and every item of expense specified herein required to complete the services as specified in Exhibit A, Scope of Services; (2) perform all services with promptness and diligence so that the work may commence and may be completed in a timely manner; (3) properly perform all Services specified herein; and (4) have full control and direction over the mode and manner of performing the Services covered by this Agreement. All professional Services herein specified are to be performed wholly at the risk of the A-E, and the A-E shall take all precautions for the proper and safe performance thereof. Nothing in this Agreement shall be construed to be an assumption of responsibility by A-E for any pre-existing site condition.

All work shall be performed in accordance with the most current 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 Environmental Protection--Division 2, Solid Waste
- California Code of Regulations Title 24, California Building Standards Code
- South Coast Air Quality Management District Rules 403, 431.1, 1150.1 NSPS and Title V
- OC Public Works
- 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 of OC Waste & Recycling or designee.

c. Safety and Health Laws and Regulations

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

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

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

d. Laws to be Observed

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

e. Scheduling, Coordination, and Reporting

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

A-E shall prepare a project management plan for OCWR's approval within fifteen (15) working days of approval of this Agreement by the Board of Supervisors. This plan shall include a schedule for completion of the various elements of 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 of all Project Meetings attended by the A-E or its designee and County representatives. A copy of the minutes shall be sent to the County Contract Administrator or designee for concurrence within three (3) working days of each meeting.

A-E shall submit a progress report of each month's activities by the Wednesday of the third week of the following month to County's OC Waste & Recycling. 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)

- Revisions to project management plan as necessary to address change orders, delays and actual expenditures.

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

Each monthly progress report shall be a concise summary of Services information and data prepared for the use of County's OC Waste & Recycling project management personnel. A-E shall complete all authorized Tasks, as outlined in the Scope of Services and obtain all approvals of County as stipulated in the deliverable plan and agreed upon herein. In the event A-E fails to complete the work in a timely and professional manner, County shall have the option of completing the work with its own force or under agreement with another firm. The time allowed for A-E to complete the work pursuant to this Agreement or the applicable Task Order 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.

A-E shall complete all authorized Tasks, as outlined in the Scope of Services and obtain all approvals of County as stipulated in the deliverable plan and agreed upon herein. In the event A-E fails to complete the work in a timely and professional manner, County shall have an 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 may be extended by the County 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 called upon to present public presentation, be responsible for preparation of exhibits and visual aids for oral presentation. Any recommendations to be made in the presentation shall have prior concurrence of OC Waste & Recycling staff.



g. Approvals of Other Agencies and Entities

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

h. Ownership of Documents, Equipment and Materials

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

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

i. Final Mapping.

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

description to be implemented and adhered to for all photogrammetric and topographic digital files. Contact OC Waste & Recycling for layer specifications.

j. Reproduction

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

**3. Access to Facilities and Property**

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

**4. Compensation of A-E**

A-E will be compensated for all authorized services performed under this Agreement in accordance with Exhibit C, Schedule of Fees. 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.

Contract Maximum

The total Agreement amount shall not exceed \$2,400,000.00 including reimbursable and other direct costs.

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's Project Manager to monitor, track, amend and move the task dollars within the not-to-exceed budget of the total contract amount.

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

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

#### Payments

The cost for the work including the fees and reimbursable items will be billed monthly by the A-E to the County in congruence with the scheduled deliverable in each Task Order. Each invoice must show cost breakdown by task including the accumulated cost for the task as well as the new cost for the billing period. The cost breakdown by task for the various subcontracted items shall also be indicated. The A-E's billings shall also include, but not be limited to, classification of A-E's staff employed in the work, number of hours worked, and hourly rate. These invoices must be prepared in a manner that will allow easy cross-referencing to the reports required herein Requests for payment must be mailed (on the approved form) to OC Waste & Recycling Accounting/Accounts Payable. The responsibility for providing acceptable invoices rests with the A-E. Invoices must be received by the 25<sup>th</sup> of the month following the month in which the work was performed. Final invoices must be received within 60 days upon completion of final task. Please note that the following information must be clearly referenced on the invoice if available:

- the A-E's vendor code and
- the Master Agreement (MA) number
- Encumbrance document number (DO#)

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

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

Invoices must be mailed to:

**OC Waste & Recycling**

300 N. Flower St., Ste. 400

Santa Ana, CA 92703-5000

Attn: Accounting/Accounts Payable

**Project Name: Contract Number/Master Agreement Number:** \_\_\_\_\_

**5. Term of Agreement**

The term of this Agreement shall commence upon the date the Agreement is executed by the County (the "Effective Date") and, unless earlier terminated as provided for herein, shall be in full force and effect for three (3) years. All Task Orders must be issued and completed within the Agreement duration.

**6. Authorization to Proceed**

A-E is not authorized to proceed with the Services until this Agreement prior to the Effective Date. 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), work or Services are suspended by the County for more than 90 calendar days, the A-E shall be paid compensation for services performed prior to receipt of the written notice of the suspension from the County, together with any reimbursable expenses then due, if applicable.

If an extension of the suspension of a Task Order, work or Services is necessary, the extension must be evidenced by written modification to the pertinent Task Order(s) issued by the County. If the Task is

resumed after being suspended for more than six (6) months, the A-E shall have the option to require that its compensation for the applicable Task Order(s), including rates and fees, be renegotiated.

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

## **8. Termination of Agreement**

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

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

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

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

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

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

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

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

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

c. Termination for Convenience of County

Notwithstanding any other provision of this Agreement to the contrary, the County may, at any time, and without cause, terminate this Agreement in whole or in part, upon not less than 30 days written notice to the A-E. Such termination shall be effected by delivery to the A-E of a notice of termination specifying the effective date of the termination and the extent of the Services (including, but not limited to

Task Order(s)) to be terminated. The A-E shall immediately stop work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by County. The County shall pay the A-E for the services completed prior to the effective date of the termination, and such payment shall be A-E's sole remedy under this Agreement. Under no circumstances will the A-E be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph. The A-E shall insert in all Team Member contracts and subcontracts that the Team Member or 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 false or misleading on the date said representation or certification is made; (5) a default shall be made in the

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

b. Default by County

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

**10. Force Majeure**

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

**11. Consent to Breach Not Waiver**

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

**12. Remedies Not Exclusive**

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



**13. Non-Employment of County Personnel**

A-E agrees that it will neither negotiate, offer, or give employment to any full-time, regular employee of COUNTY in professional classifications of the same skills required for the performance of this AGREEMENT who is involved in the Project in a participatory status during the life of this AGREEMENT regardless of the assignments said employee may be given or the days or hours employee may work.

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 shall strictly adhere to, and obey, all governmental rules and regulations now in effect, or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities.

**16. Patent/Copyright Materials/Proprietary Infringement**

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

**17. Compliance with Laws**

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

**18. Errors and Omissions**

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

County may, at its option, return the approved work for A-E to correct which shall be made without additional compensation to A-E if the necessary corrections are due to errors for which A-E is

responsible, and/or County may, at its option, claim damages for breach of this Agreement. The foregoing notwithstanding, A-E's performance under this Agreement will be consistent with the norms for the profession and no other warranty is expressed or implied.

## **19. Indemnification Provisions and Insurance Requirements**

### **Indemnification Provisions**

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

### **Insurance Requirement**

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

All self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance. If no deductibles or SIRs apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. A-E shall be responsible for reimbursement of any deductible to the insurer.

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

Qualified Insurer: The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Environmental/Pollution Liability	\$1,000,000 per claims made or occurrence

### **Required Coverage Forms**

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

### **Required Endorsements**

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

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

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

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

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

If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of contract.

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

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

If the contractor 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 vendor.

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

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

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

## **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, B, C, D, and E, which are attached hereto and incorporated herein by this reference, contains the entire contract between the parties with respect to the matters herein and there are no exceptions, alternatives, substitutions, revisions, understandings, agreements, restrictions, promises, warranties or undertakings, whether oral or written, other than those set forth herein or referred to herein. Any representations or agreements not specifically contained herein are null and void.

**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: CM-QA/QC-A/P Support Services at South Region Landfill  
 OC Waste & Recycling  
 Prima Deshecha Landfill  
 300 North Flower Street, Suite 400  
 Santa Ana, CA 92703  
 Attn: South Region Deputy Director  
 South Region Project Manager

A-E : Geosyntec Consultants  
2100 Main Street, Suite 150  
Huntington Beach, CA 92648  
Attn: Bert Palmer, Principal

It shall be the responsibility of the A-E to confirm that the above contacts are still in effect and accurate prior to depositing any notice required by this Agreement in the United States Mail.

**25. Confidentiality**

a. Work Product

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

b. 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.

c. Non-Disclosure

A-E shall not disclose any of the Work Product to third parties, except as may be necessary to perform the Services required hereunder and, in any event, A-E shall take all reasonable measures to protect the propriety, secrecy and confidentiality of the Work Product. A-E is authorized to make such Work Product disclosures on a “need to know” basis as may be necessary for the performance of work by its 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.

d. Non-Utilization

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

**26. Independent Contractor**

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

Nothing in this Agreement shall be deemed to make A-E, or any of A-E's employees, Team Members, subcontractors or agents, the agents or employees of County. A-E, Team Members and subcontractors shall be an independent contractors 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 the County's project manager.

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

As applicable, the A-E shall be aware, make its Team Members, contractor and subcontractors aware of to 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, subcontractor and/or contractor for any Services under this Agreement or by any subcontractors doing or contracting to do any part of the Services under this Agreement, shall be paid prevailing wages as required by the above statutes, if and as applicable.

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

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

**30. Non-Discrimination**

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

**31. County Child Support Enforcement**

In order to comply with child support enforcement requirements of County, within 30 days of the Effective Date of this Agreement, A-E agrees to furnish and require all Team Members to furnish to the Director a fully completed and executed certification in the form of Exhibit D. It is expressly understood that

this data will be transmitted to government agencies charged with the establishment and enforcement of child support orders, and for no other purposes.

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

### **32. Employee Eligibility Verification**

The A-E warrants that it and all Team Members and 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 law's provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another venue.

**34. Contract Construction**

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

**36. Sustainability**

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

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

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

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

### **37. Change of Ownership**

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

**38. Headings**

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

**39. Severability**

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

**40. Calendar Days**

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

**41. Attorney Fees**

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

**42. Waiver of Jury Trial**

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

**43. Authority**

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

**44. Attachments**

Exhibit A: Scope of Work

Exhibit B: Key Personnel

Exhibit C: Schedule of Fees

Exhibit D: County of Orange Child Support Enforcement Contract Terms and Conditions

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 CHAIRMAN 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

ARCHITECT-ENGINEER FIRM

Date March 7, 2012

By  \_\_\_\_\_

Vice President

Date 9 March 2012

By Nancy T. Bue \_\_\_\_\_

Corporate Secretary

APPROVED AS TO FORM:

County Counsel  
County of Orange, California

Date 3/20/12

By  \_\_\_\_\_

Deputy

\*If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.



**EXHIBIT A****Scope of Services****CONSTRUCTION MANAGEMENT, QUALITY ASSURANCE / QUALITY CONTROL AND ARCHEOLOGICAL / PALEONTOLOGICAL SUPPORT SERVICES FOR CONSTRUCTION PROJECTS AT PRIMA DESHECHA AND THE CLOSED LANDFILLS SITES OF DEL OBISPO, SAN JOAQUIN, FORSTER CANYON, LANE ROAD, AND COYOTE CANYON. (COLLECTIVELY CALLED SOUTH REGION LANDFILLS)****I. General**

Under this contract the Architect-Engineer firm will provide Construction Management (CM), Quality Assurance/Quality Control (QA/QC) Services and Archaeo/Paleo Support Services (A/P) for miscellaneous projects. The A-E will be a member of a County of Orange OC Waste & Recycling team consisting of the OC Waste & Recycling Site Deputy Director, Project Manager and Sr. Engineer, and other Consultant A-E firms working on associated programs at Prima Deshecha and the South Region landfills.

The A-E firm will provide its best professional advice and consultation in a timely manner concerning: Contract administration, planning, organizing, implementing, monitoring and controlling of construction projects, scheduling and programming, integration of proposed projects with existing waste management operations, materials and systems, methods for achieving maximum value, and control of schedule and cost. The A-E firm will also be tasked to provide all-inclusive QA/QC services including geotechnical engineering, geosynthetic liner monitoring and testing, and Archaeo/Paleo services, and provide engineering design including plans and specifications preparation as directed by OC Waste & Recycling.

The A-E will work under the general direction of a Project Manager from the County's OC Waste & Recycling. The A-E, under OC Waste & Recycling direction, will coordinate with and serve the needs of the County to undertake the Construction Management and QA/QC aspects of the landfill development plan, as authorized by the County's Board of Supervisors.

OC Waste & Recycling will provide a building at the Prima Deshecha Landfill for the A-E to establish a field office. The A-E will provide all necessary furniture, office equipment, telephones, fax machines, etc., and office and field personnel to conduct construction contract administration and inspection services. A management information service will be utilized for document control and project files.

Task orders shall be prepared for each task under this agreement. The task orders shall contain a specific scope, fee, and schedule for task, and shall be an integral part of this agreement. The fees provided will include support work.

**II. Specific services to be provided:****A. Construction Management Services**

1. Perform contract administration and construction management during the development of the construction contract documents, bidding and pre-construction activities, the construction

phase, and post-construction period, in accordance with Public Works code, and establish and implement coordination procedures between the County and Contractors.

2. During the review of plans and bid documents and engineer's cost estimates of projects assist the OC Waste & Recycling Project Manager as coordinating point with other A-Es involved with South Region Landfill projects. Review plans and bid documents for completeness, compatibility, coordination of plans and specifications and constructability.
3. Assist OC Waste & Recycling Project Manager in conducting pre-bid meetings and site walk-through, and in answering questions posed by bidders on the site conditions and intent of the design.
4. Maintain log of bidders for each project and verify that they receive all Addenda to the documents.
5. Assist in conducting pre-construction conferences. Schedule progress meetings and other job conferences as required in consultation with the OC Waste & Recycling Project Manager and notify those expected to attend. Chair meetings, prepare, and circulate copies of minutes thereof.
6. Serve as OC Waste & Recycling's and other A-Es liaison with the Contractors, working principally through the Contractors' project superintendents and assist said superintendents in understanding the intent of the Contract Documents.
7. Review the Contractors' CPM schedules, computerize the schedules using a program compatible with the Primavera system, and update schedules each month to show current project status. Reconcile Contractors' cost loading of schedules with CM cost schedules. Reconcile construction contractor's schedule of values and construction schedule with A-E/CM construction cost estimate and schedule.
8. Provide regular monitoring of the schedule as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for work not started or incomplete and advise OC Waste & Recycling regarding necessary adjustments in the work to meet scheduled completion dates. Provide summary reports of each monitoring activity and document changes in schedule. Assist OC Waste & Recycling in a speedy management and resolution of claims, change orders, written notifications and enforcement of contract requirements.
9. Develop and implement a system for the preparation, review, and processing of construction change orders. Recommend necessary or desirable changes to the County, review requests for changes, and assist in negotiating change orders. Advise and assist in the analysis of errors and omissions occurring in design and discovered in construction. Monitor labor and materials associated with change orders based on time and materials. Maintain complete documentation on changes to back up contract change orders prepared and issued by OC Waste & Recycling.

10. As requested by OC Waste & Recycling, assist in obtaining additional details or information, when required at the site for proper execution of the works.
11. Schedule contractor's submittals and shop drawings, receive and record date of receipt of submittals, shop drawings and material samples, arrange for tests of samples, review, transmit to OC Waste & Recycling and other A-Es for review and appraisal, approve submittals and maintain records.
12. Conduct on-site observations of work in progress to assess that the works are proceeding in accordance with the Contract Documents.
13. Develop and implement a plan to record with color-photographs and video films the progress of each project. Photographs shall be taken as often as needed (e.g., daily, hourly) with a digital camera with "data-back" to superimpose the date/time on the photos. Critical views shall be established before construction begins and progress photos shall be taken from those locations throughout construction. In addition, obtain photographs of opportunities including potential or known deficiencies. Photos shall be kept on CDs. A set of the photos will be used in progress reports submitted to OC Waste & Recycling and a set shall be kept by the CM in a continuous photographic log of the Project. Upon completion of the Project, the photographic log, along with the CDs and any videos taken shall be submitted to OC Waste & Recycling.
14. Assist OC Waste & Recycling in determining substantial completion of the work or designated portions thereof. Report to OC Waste & Recycling when any work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, and advise when work should be corrected, rejected, or requires special testing, inspection, or approval.
15. Monitor the Contractors' development and implementation of safety programs, which comply with all federal, state, municipal and local laws, rules, and regulations.
16. Verify that tests, equipment, and systems start-ups and operating and maintenance instruction are conducted as required by the Contract Documents and in presence of the required personnel, and that the Contractors maintain adequate records.
17. Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the outcome of these inspections, and report to OC Waste & Recycling.
18. Transmit to the Contractors, the Design A-Es and OC Waste & Recycling's clarifications and interpretations of the contract design or Contract Documents.
19. Consider and evaluate the Contractors' suggestions for modifications to the Contract Documents and report them with recommendations to the OC Waste & Recycling.
20. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submittals, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, the A-E's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.

21. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general, and specific observations related to Quality Control Assurance plan as reported by OC Waste & Recycling sub-consultants.
22. Record names, addresses, and telephone numbers of Contractors, subcontractors, and major suppliers of materials and equipment.
23. The A-E shall notify the County Project Manager and Deputy Director in writing when expenditures against the contract reach 75% of the total dollar limit of the contract and/or task order. County will not be responsible for any expenditure overruns and will not pay for work exceeding the total dollar limit of the contract unless an amendment to cover those costs has been issued by the County. This notification must come within 3 working days of receipt of invoice that is within the notification limit.
24. The A-E shall prepare and submit Monthly Progress Reports to OC Waste & Recycling, which will include the following information in a form acceptable to the County Project Manager:
  - a) Summary of contract status, including:
    - Significant events during the reporting period and major decisions made.
    - Description of progress made during the period.
    - Comparison of Actual vs. Planned progress.
    - Work scheduled during the coming period.
    - Discussion of any current problems or pending changes and action being taken to resolve.
    - Identification of possible future problems or change orders and proposed remedial action.
    - Effect any pending changes will have on contract cost or schedule.
    - Discussion of any new goals.
  - b) The Monthly Report will also include:

- A Contract Execution Schedule with the principle activities listed in bar graph form, with Scheduled versus Actual progress shown for each task. The bar graph will be overlaid with an "S" curve showing Scheduled overall progress versus Actual progress.
  - An analysis of the project progress as related to each major task.
  - Status of contract funds broken-down into major project components and showing scheduled versus actual disbursements.
  - A financial analysis of the contract showing the original budget and any modifications to the budget caused by contract modifications and change orders.
  - A change order index listing all change orders to the contract which affect the cost or project schedule. Change orders in process or potential change orders, which will affect the cost or schedule, will also be listed.
  - A list of invoices submitted for payment, with the status of each request.
  - A breakdown of all project staff including sub-contractors' staff actively employed during the preceding month, with the times each worked and the applicable rate.
  - A QA/QC section, which addresses testing and regulatory compliance issues, and re-design and field mitigation concerns.
- c) The Monthly Progress Reports will be submitted in five (5) copies to the OC Waste & Recycling Project Manager by the 10th of the month following the period being reported.
25. Furnish OC Waste & Recycling periodic reports as required of progress of the work and the Contractor's compliance with the accepted progress schedule of Contractor submittals. Record the progress of the project. In addition to daily record keeping, submit weekly written progress summaries to OC Waste & Recycling including the information on the construction contractors' work.
26. Consult with OC Waste & Recycling and A-Es in advance of scheduled major tests, inspections, or start of important phases of the work.

27. Review and agree with the Contractors on periodic payment invoices for compliance with the established procedure for their submittal and forward those with recommendations to OC Waste & Recycling, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work per payment provisions of the Contract.
28. Monitor Contractors' Certified Prevailing Wage Payroll submissions.
29. During the course of the project, maintain on a current basis: records of all necessary contracts, drawings, materials, equipment, certificates, maintenance and operating manuals and instructions, and other documents required to be assembled and furnished by the contractors, are applicable to the items actually installed, including all revisions. Obtain data from construction contractors and maintain a current set of record drawings, specifications, and operating manuals. Prior to the final acceptance of each project, deliver these documents to OC Waste & Recycling and A-Es for their review.
30. As requested by OC Waste & Recycling, arrange for As-Built Surveys at various stages of a project and assure that a complete set of As-Built data is collected and recorded. Maintain As-Built files of project plans and documents for reference by Consultants, OC Waste & Recycling and other agencies.
31. Before preparing Certificates of Substantial Completion, submit to the Contractors a punch list of observed items requiring completion or correlation.
32. Conduct final inspections in the company of OC Waste & Recycling, the A-Es and the Contractors and prepare final punch lists of items to be completed or corrected. Assist OC Waste & Recycling in determining final completion and when the work is ready for final inspection. Coordinate all close out procedures.
33. Verify that all items on the final punch lists have been completed or corrected and make recommendations to OC Waste & Recycling concerning acceptance.
34. Assure OC Waste & Recycling that As-Built documents are correct, complete and certified, prior to their submittal to OC Waste & Recycling at the conclusion of each project. Periodically review marked-up plans showing the as-built situation as-built plans prepared by the contractors from marked-up plans prior to the data being transferred to reproducible as-built plans.
35. Assist OC Waste & Recycling to resolve any legal disputes arising from the Contractor's claims.
36. Provide final reports on projects for fiscal accountability and construction cost expenditures in conjunction with OC Waste & Recycling Project Manager.
37. Coordinate with the Contractor to furnish OC Waste & Recycling with all liner material certifications and material warranties.
38. Assist OC Waste & Recycling in the preparation of Project Completion Reports.

39. Assist OC Waste & Recycling in following up on defective work performed by Contractor covered by warranties.
40. Act as OC Waste & Recycling's QSD/QSP and monitor contractor's testing and practices for compliance with CGP requirements.
41. Other Tasks:
  1. Advise OC Waste & Recycling and others as designated by OC Waste & Recycling, for the purpose of analyzing and evaluating the Project site with respect to Construction-related considerations and ongoing site landfill operations.
  2. Provide regular updates of the milestone summary schedule and monthly progress reports on the Project. Define timely actions required by others.
  3. Develop, implement, and monitor an effective system of Project Cost Control. Review, revise, and refine the initially approved Project Budget, incorporate approved changes as they occur, and develop cash flow reports and revise financial forecasts as needed to keep OC Waste & Recycling informed.
  4. Review all work for completeness, compatibility, and coordination of plans and specifications, constructability, and construction means and methods. Advise OC Waste & Recycling as to alternative methods, materials, and techniques that may be utilized to achieve project requirements, cost and schedule control.
  5. Review all drawings and specifications, at frequent intervals, as they are prepared and advise OC Waste & Recycling whether the design process is on schedule and within the project scope and budget.
  6. Review the Invitation to Bid, the Proposal format, the General Conditions, the Supplementary Conditions, and the Special Conditions for Construction contracts.
  7. Develop a Bidders List, and conduct a pre-bid conference and to clarify any questions that may arise during the bid process.
  8. Coordinate and evaluate bid document addenda for time and cost impacts.
  9. Evaluate bids and bidders and make formal recommendation to OC Waste & Recycling.
  10. Assist OC Waste & Recycling in obtaining and expediting any required permits and reviews, necessary for the implementation of the Project.
  11. Coordinate the construction work with the activities and responsibilities of the materials testing and inspection teams to complete the Project in accordance with the County's objectives of cost, time, and quality.
  12. Schedule and assist OC Waste & Recycling to conduct progress meetings so that construction contractors, OC Waste & Recycling, A-E can jointly discuss such matters as procedures, coordination, progress, problem solving and scheduling.

13. Develop and implement a system for the preparation, review, and processing of Construction Change Orders. Recommend necessary or desirable changes to OC Waste & Recycling, review requests for changes, and negotiate change orders. Advise and assist in the analysis of errors and omissions discovered during construction. Monitor labor and materials associated with change orders based on time and materials.
14. Observe the work of construction contractors for contract compliance and quality control. Prepare daily reports in a format approved by OC Waste & Recycling. Advise and assist OC Waste & Recycling to conduct meetings with the construction contractor to obtain correction of construction defects and deficiencies.
15. Review and make recommendations pertaining to monthly payments to each contractor. This activity will be an integral part of the monthly progress report updates.
16. Monitor the prime contractor's development and implementation of health & safety plans that comply with all federal, state, municipal and local laws, rules, and regulations.
17. Provide survey works as required.
18. At the conclusion of all corrective action for punch list items A-E shall make:
  - Final comprehensive review of the Project
  - Report to the County that will indicate whether the A-E finds the work performed acceptable under the Contract Documents and the relevant Project Data, and Recommendations as to final payment to the Construction Contractors.

**B. QA/QC Services**

1. During Bidding and Contract Award Period:

- a. Review Contract Documents and prepare a QA/QC Plan, if necessary, including a list of all QA/QC criteria to be met to comply with the documents, OC Waste & Recycling and regulatory agencies' requirements.
- b. Establish Certifications and Reports required by OC Waste & Recycling and regulatory agencies.
- c. Attend pre-construction meetings with construction contractors.

2. During Construction:



- a. Monitor contractor compliance with project QA/QC plans and implement necessary QA/QC activities in said plans.
  - b. Provide QA/QC and engineering support of earthwork activities, perform geologic mapping of cuts exposed during excavation, if necessary, and evaluate for effect on the project.
  - b . Take samples of soils and construction materials, make compaction tests, and perform laboratory testing as necessary to assure QA/QC requirements of the specifications are met.
  - c. Perform QA/QC and engineering support during construction of concrete and asphalt elements of the projects.
  - d. Monitor day-to-day operation of contractor's equipment and daily production of the earthwork contractor.
  - e. Attend weekly construction progress meetings.
  - f. Attend meetings with County team and/or contractor to resolve technical issues.
  - g. 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.
  - h. Review and verify construction contract change order submittal for technical compliance with the contract.
  - I. Monitor Contractor's monthly Requests for Payment for concurrence with quantities of work performed.
  - j. Prepare and submit to CM daily reports of QA/QC monitoring activities.
  - k. Report QA/QC observations to County in a monthly progress report and as otherwise required for decision making.
3. QA/QC Services Related to Liner Systems:
- a. Assure that subgrade preparation, placing of toe and sub-drain system and fine grading of area to receive liner is performed in accordance with contract specifications.
  - b. Assure that placement of clay layer and testing for compaction and permeability is performed in accordance with contract specifications.

- c. Assure that placement of new liner, monitoring of FML seaming and testing for impermeability is performed in accordance with contract specifications.
  - d. Assure that placement of leachate collection system, filter layer and geotextile is performed in accordance with contract specifications.
  - e. Assure that processing of protective cover material and placement of the cover is performed in accordance with contract specifications.
4. Review As-Built Drawings and Prepare As-Built Reports:
- a. Review as-built drawings submitted by the contractor.
  - b. Prepare final report for each project addressing the As-Built geotechnical aspects of the projects.
  - c. Prepare as-built reports of the clay and geosynthetic liners.
5. Other Tasks:
- a. Apply for and obtain Permits on behalf of OC Waste & Recycling, if necessary
  - b. Assist OC Waste & Recycling with documentation processing for regulatory agency requirements.
  - c. Prepare CQA Plans if necessary.
  - d. Perform CQA earthwork monitoring during excavation and fill placement.
  - e. Perform CQA materials monitoring and testing related to roads, reinforced concrete channel, concrete lined basins and drainage channel.

## C. Archaeological/Paleontological Services

### Archaeological Scope

If individual artifacts are exposed during monitoring, they will be mapped in situ, collected, analyzed in our laboratory, catalogued, and curated. If a feature (cluster of in situ artifacts, intact hearth, foundation, etc.) is exposed during monitoring, construction activities will need to be diverted briefly until the project archaeologist has had the opportunity to assess the find and make appropriate recommendations. If excavation is required, it will be accomplished expediently. As in the above condition, the feature will be mapped in situ, and artifacts will be collected, analyzed in our laboratory, catalogued, and curated to the point of identification.

If a site (a large defined space with more or less continuous archaeological evidence) is discovered during monitoring, construction activities will be diverted until the project archaeologist assesses the find and makes appropriate recommendations. If excavation is required, a test plan will need to be developed prior to excavation.

If the Director of Archaeology determines that the site has the potential to yield data relevant to the research questions determined in the assessment phase, a representative sample of 3–5 percent of the site area will be hand-excavated using standard archaeological procedures, which will constitute mitigation of construction impacts through data recovery (salvage). The Director of Archaeology will inform OC Waste & Recycling and the contractor of the estimated time required for mitigation. During archaeological mitigation, earthmoving within 100 feet of the site will be halted.

If any human remains are exposed during monitoring, project-related activities in the immediate vicinity of the find will be temporarily diverted. The Orange County coroner will be contacted immediately to determine whether the remains are recent. If the remains are determined not to be recent, the Coroner will notify the Native American Heritage Commission who will designate a Most Likely Descendent (MLD) for the discovery. The MLD will have 48 hours to inspect the discovery and make recommendations for the appropriate treatment of the remains.

After mitigation of site impacts has been completed, and if additional cultural material is exposed by grading in the same site, additional hand excavation will not be required unless the additional material represents a new kind of data not recovered during previous data recovery at that site. Such new data would consist of artifact classes and features not recovered during previous mitigation. Features may include hearths and burials. Even if no additional hand excavation is required, the newly exposed material will be mapped and collected.

**Paleontological Scope**

Paleontological resources consist of the fossil remains of animals and plants and can occur in any sedimentary rock. The assessment report will be referenced to determine previously established paleontological sensitivity for the project area. Additional sensitivity analysis may be necessary.

Paleontological monitoring will be performed by Consultant crew members who have paleontological monitoring experience. The Director of Paleontology will visit as needed to confer with field personnel. More frequent visits may be warranted by the character of bedrock exposure and frequency of paleontological finds.

A paleontological monitor will be required only when cutting operations are being conducted in formations that have the potential to produce fossils. Monitoring of a particular cut will cease when each cutting operation reaches final grade.

If fossil material is found, the following procedures will be implemented:

Grading may be temporarily diverted within 100 feet of the discovery so that the monitor can determine whether the fossil represents a vertebrate animal, an invertebrate animal, or a plant.

If the fossils are plants or invertebrates, the monitor will collect a sample of the material and record its location. Grading may then continue.

If the fossils are vertebrates, the monitor will contact the Director of Paleontology or his designated representative. The Director of Paleontology will evaluate the fossils within four hours. He will determine the significance of the discovery and decide what recovery method should be employed. Large individual specimens such as whales, or concentrations of specimens, will require additional crew to expose the specimen, prepare a plaster jacket, and remove it. Individual specimens normally require no more than one day to remove. Such an effort would require a contract amendment to be negotiated with OC Waste & Recycling.

If a large collection of specimens is recovered, laboratory work may be required (to be carried out by crew members). This work could include cleaning, preparation to the point of identification, identification, and analysis. The amount of time necessary for laboratory work will vary with the type and condition of the recovered material. Unless unexpected unusual deposits of fossils are recovered (e.g., more than 100 specimens or extremely large fossils like whales or mammoths), the estimates in this report should cover all paleontological mitigation.

- **Project Management includes:**
  - a. A monthly written report shall be prepared discussing the progress and any significant findings.
  - b. Meetings, as required by OC Waste & Recycling staff.
- **Laboratory Analysis of Fossils and Artifacts**

- a. Laboratory analysis of fossils shall be conducted, which includes cleaning, sorting, and preparation of fossils to the point of identification, and to size for storage.
- b. Laboratory analysis shall be performed for isolated artifacts, which are not collected as part of a site.
- c. Fossils and artifacts shall be distributed to an Orange County approved repository.

All excavated finds shall be the property of the County of Orange. Final mitigation and disposition of the resources shall be subject to the approval of OC Waste & Recycling, and the Manager, OC Parks/ Historical Facilities, and as guidelines set in EIR 018 (IP 87-026).

All work at the site shall be performed by trained archaeological and paleontological observers, who have performed archaeological and paleontological monitoring at various developments in Southern California and supervised by County Certified Archaeologist and Paleontologist.

- **Final Reports**

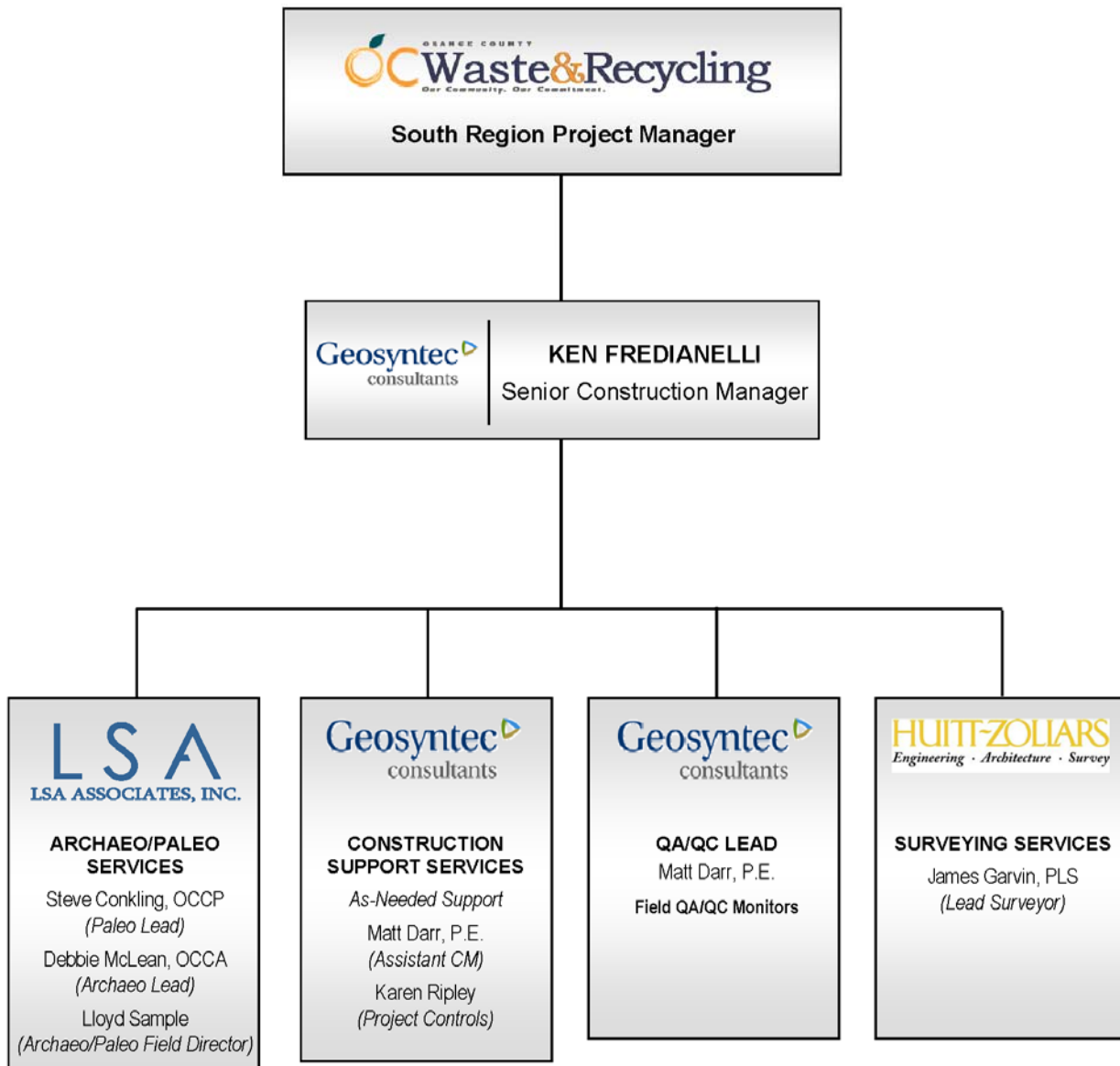
Prepare final archaeology and paleontology reports at the end of each construction project.

**EXHIBIT B**

**KEY PERSONNEL**

**CONSTRUCTION MANAGEMENT, QUALITY ASSURANCE / QUALITY CONTROL AND ARCHAEOLOGICAL / PALEONTOLOGICAL SUPPORT SERVICES AT PRIMA DESHECHA AND THE CLOSED LANDFILLS OF DEL OBISPO, SAN JOAQUIN, FORSTER CANYON, LANE ROAD, AND COYOTE CANYON. (SOUTH REGION LANDFILLS)**

**ORGANIZATION CHART**



## EXHIBIT C

## SCHEDULE OF FEES

**CONSTRUCTION MANAGEMENT, QUALITY ASSURANCE / QUALITY CONTROL AND ARCHAEOLOGICAL / PALEONTOLOGICAL SUPPORT SERVICES AT PRIMA DESHECHA AND THE CLOSED LANDFILLS OF DEL OBISPO, SAN JOAQUIN, FORSTER CANYON, LANE ROAD, AND COYOTE CANYON. (SOUTH REGION LANDFILLS)**

<u>Engineer/Scientist</u> <sup>(1)</sup>	<u>Hourly Rate</u>
Staff Professional I	\$ 95
Staff Professional II	\$110
Senior Staff Professional	\$127
Professional	\$147
Matt Darr, Construction Manager	\$165
Project Professional	\$168
Ken Fredianelli, Senior Construction Manager	\$186
Senior Professional	\$190
Associate	\$199
Bert Palmer – Eric Smalstig, Principals	\$199
Principal Technical Expert	\$204
<u>Field Services</u> <sup>(1)</sup>	
Technician I	\$ 66
Technician II	\$ 72
Senior Technician I	\$ 82
Senior Technician II	\$ 94
Site Manager I	\$ 98
Site Manager II	\$102
<u>Design, Graphical, and Administrative Services</u> <sup>(1)</sup>	
Designer	\$116
Senior CADD/GIS Operator	\$103
CADD/GIS Operator	\$ 87
Project Administrator	\$ 82
Admin. Assistant	\$ 72
Technical Word Processor	\$ 66
Clerical Assistant	\$ 60
<u>Subconsultants/Subcontractors</u>	
Team Subconsultants (LSA and Huitt-Zollars)	Cost plus 3%
Non-Team Subcontractors (e.g., consultants, driller, laboratory)	Cost plus 10%
<u>Project Expenses</u>	
Reimbursable Expenses <sup>(2)</sup>	3% of Labor Charges
Special Reimbursable Expenses <sup>(3)</sup>	Cost plus 10%

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

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

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

**PREVAILING WAGE RATES \***

Classification	Hourly Prevailing Wage Rate (PRW)		
	Basic	OT	DT
Field Technician I	\$ 87	\$110	\$132
Field Technician II	\$ 92	\$114	\$137
Senior Field Technician I	\$100	\$122	\$145
Senior Field Technician II	\$105	\$127	\$150
Site Manager I	\$107	\$130	\$152
Site Manager II	\$110	\$133	\$155
Staff Professional I	\$119	\$141	\$164
Staff Professional II	\$125	\$147	\$170
Senior Staff Professional	\$138	\$161	\$183
Professional	\$153	\$176	\$198
Project Professional	\$165	\$187	\$210
Matt Darr	\$168	\$190	\$213

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

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

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

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

\* Pending approval by OC Waste & Recycling Project Manager



**EQUIPMENT RATES**

<b>Item Type</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>
4-Gas Meter	\$34	\$136	\$340
Photoionization Detector (PID)	\$55	\$230	\$575
Dust Monitor	\$65	\$265	\$660
H <sub>2</sub> S Personal Gas Meter	\$11	\$43	\$75
Water Quality Meter (turbidity, pH, temp, salinity, TDS)	\$100	\$400	\$1000
Turbidimeter	\$25	\$100	\$300
Differential Global Positioning System	\$75	\$300	\$900
Soil Field Testing Equipment (Sandcone, Oven, Scales)	N/A	\$50	\$150
Field Vehicle <sup>(1)</sup> (includes mileage and gasoline)	\$120	\$480	\$1,440
Potable Water Delivery Service (5-gallon bottle)	\$8 (each)	\$8 (each)	\$8 (each)
Nuclear Density Gauge	\$60	\$240	\$720
BAT In-situ Permeability Testing Equipment	\$90	\$280	\$1000
Other Geosyntec-owned Field Equipment (if needed)	Provided Upon Request		
Rental Field Equipment (if needed)	Cost plus 10%		

- (1) Minimum 1/2 day charge for Field Vehicles. For Task Orders exceeding 6 months in scheduled duration, a special reduced Field Vehicle rental rate may be negotiated for the duration of the task order. When utilized, the special Field Vehicle rental rates will be listed in the Task Order.

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

**EXHIBIT C**  
**LSA Associates, Inc. Rate Schedule**

**Construction Management, Quality Assurance/Quality Control, and Archeological/Paleontological Support Services at Prima Deshecha and the Closed Landfills of Del Obispo, San Joaquin, Forster Canyon, Lane Road, and Coyote Canyon (South Region Landfills)**

<b>Job Classification</b>	<b>Hourly Rates</b>
	<b>2012</b>
Principal	\$187.00
Associate/Project Manager	\$122.00
Senior Planner/Engineer/Specialist	\$115.00
Planner/Engineer/Specialist	\$93.87
Assistant Tech/Analyst	\$73.59
GIS/Graphics	\$95.98
Technical Editor	\$66.00
Word Processor	\$58.00
Research Assistant	\$45.00
Senior Field Crew*	\$75.00
Field Crew*	\$73.59

\*Overtime charge is 150% of hourly rates and is charged only if pre-authorized by OCWR.

The hourly rate for work involving actual expenses in court, giving depositions, or similar expert testimony, will be billed at \$200 per hour regardless of job classification.

Principals may only be used with written pre-authorization from the Site Project Manager.

Reimbursable Expenses will be charged at cost and may include but are not limited to: mileage at most current Federal rate, phone and FAX charges, outside reproduction charges, outside delivery charges, owned equipment, rented equipment, and consumable supplies will be provided upon request.

**EXHIBIT C**  
**Huitt-Zollers, Inc.. Rate Schedule**

**Construction Management, Quality Assurance/Quality Control, and Archeological/Paleontological Support Services at Prima Deshecha and the Closed Landfills of Del Obispo, San Joaquin, Forster Canyon, Lane Road, and Coyote Canyon (South Region Landfills)**

<b>Job Classification</b>	<b>Hourly Rates</b>
	<b>2012</b>
Responsible Charge Surveyor	\$200
Senior Project Surveyor	\$165
Chief of Parties*	\$160
Project Surveyor*	\$125
Technician*	\$105
Technical/Clerical*	\$85
2-Man Survey Crew*	\$205
3-Man Survey Crew*	\$250

\*Overtime charge is 150% of hourly rates and is charged only if pre-authorized by OCWR.

Reimbursable Expenses include: mileage at most current Federal rate, phone and FAX charges, outside reproduction charges, outside delivery charges.

**EXHIBIT D**

**County of Orange Child Support Enforcement  
Contract Terms and Conditions**

*ADDITIONAL TERMS AND CONDITIONS*

In order to comply with the child support enforcement requirements of the County of Orange, within 30 days of award of contract, the contractor agrees to furnish the required contractor data and certifications to the contract administrator, 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**

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*"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 \_\_\_\_\_, with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.*

\_\_\_\_\_  
*Signature\** *Name (Please Print)*

\_\_\_\_\_  
*Title* *Date*

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Contract Number*

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

**EXHIBIT E****REGULATORY COMPLIANCE REQUIREMENTS**

**The Contractor shall not be entitled to any time extensions or compensation for any cost due to any action required as a result of the Contractor's failure to comply with those provisions within the Contractor's control as listed below. The Contractor shall be responsible for ensuring that the Contractor's subcontractor(s) comply with the provisions of this Section. The Contractor 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 Contractor's area of responsibility.**

**1. PERMITS**

- A. The Contractor shall be responsible for obtaining all trade-related permits required by the Project, 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 Contractor shall maintain copies of all permits required for construction of this Project 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 Contractor to comply with the conditions in the SCAQMD permits and all other permits, which shall become a part of this Contract. The Contractor shall submit to the County a California Occupational Safety Health Agency (Cal-OSHA) Excavation Permit, if necessary. The Contractor 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 Contractor.

**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);
- OC Public Works  
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 Contract 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 Contractor shall cooperate with the personnel of the firm. In the event the paleontologist or archaeologist asks the Contractor to stop work in a particular section of the excavation, the Contractor shall abide by the request immediately.
- B. If the Contractor's operations uncover, or Contractor'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 Contractor shall immediately notify the County's onsite representative of the Contractor'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 this Contract.
- 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 Contractor 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 Contractor shall not dispose of said waste at the landfill. If the Contractor elects to dispose of Class III refuse in any OC Waste & Recycling operated landfill, the Contractor shall be responsible for processing refuse through the scales and shall pay the current gate fees, unless it is specified otherwise in the contract.

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 Contractor shall contact the County Project Manager 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 Contractor and shall be included as part of the Fixed Rate Price Agreement. The Contractor 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 Contractor shall submit proof of this firm being retained by the Contractor within ten (10) calendar days of the effective date of the Contract. 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, as stated within this Section under Maintenance Facility and Work Area.

## **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 Contractor 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 Contractor shall protect all facilities from damage due to the Contractor's negligence.
- B. As part of its storm protection, the Contractor shall provide a storm water management plan (erosion control plan), to be reviewed and approved by the County. Refer to Article No. 8 (NPDES Storm Water Discharges).

## **8. NPDES STORM WATER DISCHARGES**

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

The Contractor 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 Contractor and subcontractor(s). The Contractor shall submit a Storm Water Management Plan in compliance with NPDES Regulations and Site specific SWPPP. OC Waste & Recycling will notify the Contractor of any non-compliance with the foregoing stipulations, and appropriate actions shall be taken promptly. The Contractor shall also notify OC Waste & Recycling of any condition that could lead to noncompliance with the permit requirements. The Contractor shall be responsible for storm water monitoring at the landfill to comply with his proposed storm water plan, if necessary.

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

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

The appropriate SWPPP will be available for review by Contractor in the offices of the OC Waste & Recycling Project Manager.

## **9. DISCOVERED HAZARDOUS WASTE**

- A. The Contractor shall promptly, and before the following conditions are disturbed, notify the County in writing of any:
- (1) Material that the Contractor 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 Contractor'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 Contractor to properly remove and dispose of the waste. The Contractor shall not disturb the waste. The Contractor 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 Contractor where the conditions materially differ, or involve hazardous waste, or a decrease or increase in the Contractor's cost of, or the time required for performance of any part of the work, the Contractor 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 Contractor 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. CONTRACTOR GENERATED HAZARDOUS WASTE**

The Contractor 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 Contractor 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/repaired to its original condition by the Contractor in a correct



and timely manner and to the satisfaction of the County.

The Contractor 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 Contractor's work area at any time to insure all applicable regulations are being adhered to.

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

## **11. FUGITIVE DUST EMISSION CONTROL**

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

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

If the Contractor fails or refuses to correct the noncompliance immediately, OC Waste & Recycling may terminate the Contractor's right to proceed with the work, by written notice to the Contractor. In such event, OC Waste & Recycling may take over the work and prosecute the same to completion, by contract or otherwise at the Contractor'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 Contractor's right to proceed with the work is terminated, the Contractor and the Contractor's Sureties shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time. The Contractor shall not be entitled to any time extensions or compensation for any cost due to any such action as a result of the Contractor's failure to comply with those provisions of the OC Waste & Recycling Fugitive Dust Emission Control Plan within the Contractor's control. The Contractor shall be responsible for ensuring that all subcontractor(s) comply with the provisions of this section. The Contractor shall be liable for any action or fine imposed by the SCAQMD on those incidents of noncompliance that are within the Contractor's area of responsibility.

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

## **12. BIOLOGICAL AND HABITAT PROTECTION**

OC Waste & Recycling will inform the Contractor 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 Contractor shall be responsible for complying with these protection measures, and for ensuring that all subcontractors also comply. The County has the authority to perform

inspections of the Contractor'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 Contractor 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 Contractor for any reason, the County's Equipment Maintenance Contractor shall be provided an alternate location acceptable to the OC Waste & Recycling Regional Project Manager or designee. No such guarantee of an alternate location is made to any other contractor or hauler by the County. All costs related to relocating the facility is the sole responsibility of the County's Equipment Maintenance Contractor and shall be included as part of the fixed rate price agreement.

Any damage or repairs caused by the Contractor or his vendors/suppliers to the designated maintenance area or other landfill facilities/projects shall be paid for or repaired by the Contractor 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 Contractor does not repair the damaged facility/area within thirty (30) calendar days, the Contractor 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 Contractor 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 Contractor and shall be mitigated to OC Waste & Recycling's satisfaction immediately following written notice from the Project Manager. The area of contamination may be tested and certified by a third independent party qualified to conduct the evaluation. The proposed certifying firm shall submit qualifications to the Project Manager for acceptance and approval. All costs associated with contaminated soil removal, disposal and certification, if necessary, shall be the sole responsibility of the Contractor. Prior to removal, the Contractor 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 Contractor.

Upon written notice from the Project Manager, if the Contractor 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 Contractor's monthly invoice or through supplemental payment as approved by the Project Manager or designee.

The Contractor 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 Contractor 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 Contractor 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 Contract and/or the State mandate by the Contractor shall require the Contractor 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.