



COUNTY OF ORANGE

CONSTRUCTION MANAGEMENT
QUALITY ASSURANCE / QUALITY CONTROL AND
SUPPORT SERVICES FOR CONSTRUCTION PROJECTS
AT NORTH REGION LANDFILLS
FOR
OC WASTE & RECYCLING

CONTRACT #MA-299-14010178

A-E AGREEMENT

Construction Management, Quality Assurance / Quality Control and Support Services for Construction Projects at North Region Landfills

This Agreement #**MA-299-14010178** for Construction Management, Quality Assurance/Quality Control and Support Services for Construction Projects at North Region Landfills (hereinafter referred to as “Agreement”) is hereby entered into this ___ day of _____, 20__ (hereinafter referred to as “Execution Date”) and is by and between the County of Orange, a political subdivision of the State of California, by its OC Waste & Recycling, (hereinafter referred to as “County”) and Simplus Management Corporation a licensed professional Architect/Engineering firm of the State of California (hereinafter referred to as “A-E”), with a principal office located at 4431 Corporate Center Drive, Suite 111, Los Alamitos, CA 90720.

RECITALS

WHEREAS, County desires to contract for Construction Management, Quality Assurance/Quality Control and Support Services for Construction Projects at North Region Landfills as more fully described in Exhibit A, Scope of Services, attached and incorporated herein, hereinafter called “Services” for such term as is defined herein;

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

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

1. Retainer

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

b. A-E is an engineering firm and shall perform the Services provided for herein in association with the following Team Members: Advanced Earth Sciences (AES) and D. Woolley & Associates (DWA). A-E and the principals of the Team Members are duly registered under the laws of the State of California.

A-E Principals assigned to perform the Services under this Agreement are:

Paul Buckley
Kris Khilnani

Principal in Charge
Principal in Charge (AES)

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

For the purposes of this Agreement, "Team Members" shall mean independent A-E, 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.

A-E shall be fully responsible and liable for the work of its employees, all Team Members and sub-contractors 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 sub-contractors. A-E shall ensure that all Team Members and sub-contractors are aware of the terms of this Agreement and comply fully with all such terms. A-E shall have no liability for work by A-E 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 Team Members shall exercise that degree of skill and diligence normally employed by professional engineers or A-E 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.

c. Prohibition against Subcontracting or Assignment

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

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

2. Services

a. Description of Services

The 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 and Team Members, 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
- OC Public Works Standard Plans
- Orange County Grading Manual and Excavation Code
- 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.

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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, 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, 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.

A-E 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 applicable laws and regulations, including but not limited to those of the County of Orange, Local Enforcement Agency, Regional Water Quality Control Board, and South Coast Air Quality Management District, as well as 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 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. Each monthly progress report shall

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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. The progress report shall include the following items as appropriate and as directed by the Scope of Services:

- 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 Scope of Services as necessary to address change orders, delays and actual expenditures.

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.

The A-E shall notify the OC Waste & Recycling Project Manager ("PM") 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.

All extra work resulting in an increase in the Contract total ceiling amount shall be authorized by written amendment to this Contract. Said modification shall be issued by the County of Orange, Purchasing Agent or his designee and maybe subject to approval by the Orange County Board of Supervisors.

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 hereto. Exhibit C includes full compensation for providing all services performed provided under this Agreement. All invoicing and payment for Services performed under this Agreement shall be as specified in Exhibit C. No rate increases will be permitted during the term of this Agreement; notwithstanding this provision, if prevailing wage rates are increased by the Department of Industrial Relations (DIR), and the A-E requests a revised rate on prevailing wage classifications identified in this Agreement, the increase shall be based upon the DIR published prevailing wage rate at the time of the request. County requires bona fide proof of the increased rate to be provided by the A-E. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive rate adjustments will be considered. The net dollar amount of profit shall remain firm for the term of the Agreement. Adjustments increasing the A-E's profit will not be allowed.

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

a. Time and Expenses Basis

For completion and approval of all work for a Task Order, compensation shall be on a time and expenses basis. The hourly rates listed herein shall be effective from the Effective Date of this Agreement through the termination of this Agreement.

b. Lump Sum Basis

Lump Sum basis Task Orders are required to have written approval by the PM prior to the A-E proceeding with the services. Prior to the services commencing the A-E shall provide the PM with a detailed breakdown of the labor and materials costs that determined their lump sum quote. The breakdown shall be in accordance with the hourly rate schedules listed herein. Costs not contained in the hourly rate schedules shall be reviewed by the PM for reasonableness as part of the written approval process. All Lump Sum quotes for Task Orders shall be executed and processed as described herein.

In the event of unforeseen circumstances occurring that would necessitate a modification to the authorized Lump Sum Task Order; a separate Task Order authorization may be requested by the A-E to reflect the changes in the scope of services.

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Upon completion of the Lump Sum Task Order, the A-E shall submit to the PM a billing invoice for services rendered. The PM shall review and approve the invoice for payment by OC Waste & Recycling Accounting/Accounts Payable.

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

c. Contract Maximum

The total Agreement amount shall not exceed ~~\$1,200,000~~\$2,060,000, including reimbursable and other direct costs. Reimbursable costs shall be billed in accordance with Exhibit C, Schedule of Fees. No mark-up will be accepted for charges generated from Team Members or sub-contractors.

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 PM to monitor, track, amend, and with Director approval 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.

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

d. Change Orders or Amendment and Authority

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

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- Approval by County's Board of Supervisors is required if (1) a change would exceed \$10,000 when the original contract amount does not exceed \$100,000, (2) a change would exceed 10-percent of the original contract amount, or 10-percent of the amended "not to exceed" amount, if applicable, as authorized by the Board of Supervisors when the original contract amount exceeds \$100,000, but does not exceed \$250,000, and (3) a change for any contract would exceed \$25,000 plus 1% of the original amount of the contract in excess of \$250,000, (or the full "not to exceed" amount as authorized by the Board of Supervisors) when the original contract amount exceeds \$250,000. In no instance shall the extra work cumulatively exceed \$100,000, unless authorized by the Board of Supervisors.
- Changes, which do not exceed the limits, defined above and provided the additional work is conducted under the current terms and conditions of the contract may be authorized by the Director of OC Waste & Recycling.

e. Compensation on Termination

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

Other Contractual Requirements

- Labor Charges shall be charged on the basis of actual time spent at the job site/company office, computed to the nearest ¼ hour.
- Labor charges for time spent traveling from portal to portal shall be charged at 50 percent of the pertinent rate(s) established herein, and shall be computed to the nearest ¼ hour. Travel time is not to exceed 2 hours per day.
- Travel time to and from the job site shall not be included in the calculation of overtime. Overtime hours shall be calculated solely on the basis of working in excess of 8 hours a day at the job site and/or company office.
- At the start of any Task Order authorized under this Agreement, the A-E shall submit to the PM a list of employees who will work on the project and the job classification the employee is assigned.
- The A-E employee's job classification and charge (billing) rate once assigned shall remain fixed for the life of the contract, where the employee's hours worked may not be charged to a different charge (billing) rate, unless performing duties at a lower rate.

Notwithstanding any provision of this Agreement to the contrary, County's obligations under this Agreement is contingent upon the inclusion of sufficient funding for the services hereunder in the applicable County budget approved by the Board of Supervisors.

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. 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

A-E 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

Master Agreement Number: MA-299-14010178

Project Name: Construction Management, Quality Assurance/Quality Control and Support Services for Construction Projects at North Region Landfills

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 prior to the Effective Date of this Agreement. In addition, A-E shall not perform any Services under this Agreement without the issuance of a notice to proceed and an authorized 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.

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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 Members or sub-contractors shall stop work on the date of and to the extent specified in a notice of termination, and shall require Team Members and sub-contractors 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 sub-contractor 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 no full-time, regular employee of County who is involved in this Agreement shall be given or offered employment by A-E in a participatory status during the term of this Agreement regardless of the assignments said employee may be given or the days or hours employee may work. By accepting this Agreement, A-E agrees not to negotiate any employment opportunity with any County full-time, regular employee who is involved in this Agreement in professional classifications of the same skills required for the performance of this Agreement.

Nothing in this Agreement shall be deemed to make A-E, or any of A-E's employees or agents, the agents or employees of the County. A-E shall be an independent A-E 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 sub-contractors, 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 and Insurance

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 or COUNTY INDEMNITEES, A-E and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve A-E of any insurance requirements or obligations created elsewhere in this 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 Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this 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 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for A-E.

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.

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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 A-E’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 Agreement 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 Agreement shall give the County of Orange 30 day

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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 A-E's Professional Liability policy is a "claims made" policy, A-E shall agree to maintain professional liability coverage for two years following completion of 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 A-E fails to provide the insurance certificates and endorsements within seven days of notification by County Procurement Office or the agency/department purchasing division, award may be made to the next qualified vendor.

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

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

The procuring of such required policy or policies of insurance shall not be construed to limit A-E's liability hereunder nor to fulfill the indemnification provisions and requirements of this 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 an A-E or its Team Members 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 Team Members, sub-contractors, or parent company of the A-E, Team Member or sub-contractor that performed architectural-engineering or construction management services for this Agreement.

21. Entire Agreement

This Agreement, including all Exhibits, 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.

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: Project Title: Construction Management, Quality Assurance/Quality Control
 & Support Services for Construction Projects at North Region Landfills
 OC Waste & Recycling
 300 N. Flower Street, Ste. 400,
 Santa Ana, CA 92703
 Attn: Purchasing Manager

County copy: Project Title: Construction Management, Quality Assurance/Quality Control
 & Support Services for Construction Projects at North Region Landfills
 OC Waste & Recycling
 300 N. Flower Street, Ste. 400,
 Santa Ana, CA 92703
 Attn: Project Manager

A-E : Simplus Management Corporation
 4431 Corporate Center Drive, Ste. 111
 Los Alamitos, CA 90720
 Attn: Paul Buckley, Executive Vice President

25. Confidentialitya. 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 the A-E its Team Members, suppliers, vendors, or sub-contractors associated with this Agreement.

b. Assurances

A-E shall assure County that the A-E and its Team Members, sub-contractors, 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 the A-E, its Team Members, suppliers, vendors, or sub-contractors 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 Team Members and sub-contractors. A-E shall assure County that all A-E, Team Members’ and sub-contractors’ 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 A-E

The A-E and Team Members shall be and act at all times during the term of this Agreement as an independent A-E 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 or agents, the agents or employees of County. A-E and Team Members shall be an independent A-E 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 sub-contractors 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 PM.

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

As applicable, the A-E shall be aware, make its Team Members, and sub-contractors aware of and 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 or its Team Members, sub-contractors and/or A-E for any Services under this Agreement or by any Team Members 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 A-E 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

The A-E shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The A-E shall comply with the provisions of Sections 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 sub-contractors 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 affect 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-A-E.
- 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.

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

COUNTY OF ORANGE

Date _____

By _____

Chairman, Board of Supervisors

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

Date _____

By _____

Clerk of the Board of Supervisors
Of Orange County, California

A-E FIRM

Date _____

By _____

Signature and Title*

Date _____

By _____

Signature and Title*

APPROVED AS TO FORM:

County Counsel

Date _____

By _____

Deputy

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

SCOPE OF SERVICES

**CONSTRUCTION MANAGEMENT, QUALITY ASSURANCE/QUALITY CONTROL
& SUPPORT SERVICES FOR CONSTRUCTION PROJECTS
AT NORTH REGION LANDFILLS**

I. General

Under this Contract the Architect-Engineer (A-E) firm shall provide Construction Management (CM), Quality Assurance/Quality Control (QA/QC) Services and Surveying Services, and for public works construction projects such as Landfill expansion, remediation, and operational support. The A-E shall be a member of OC Waste & Recycling team consisting of the Site Deputy Director, Project Manager(s), engineers, and other A-E firms working on associated programs at the North Region landfills.

The A-E shall 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 shall also be tasked to provide all-inclusive QA/QC services including geotechnical engineering, geosynthetic liner monitoring and testing, and related services as directed by OC Waste & Recycling.

The A-E shall work under the general direction of a Project Manager from the OC Waste & Recycling. The A-E shall 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.

The A-E shall utilize a furnished on-site field office provided by OC Waste & Recycling to provide the CM services. However, the A-E should provide its own office equipment, telephones, fax machines, copiers, etc., and staff to conduct construction contract administration and inspection services.

II. Projects and Services

The construction projects which the CM and QA/QC Services are to be provided include, but will not be necessarily limited to, the following projects at Olinda Alpha Landfill:

- Partial Final Closure Construction
- Sanitary Sewer Construction
- Potable Water Line Construction
- Other work as needed and requested by Project Manager

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

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code, and establish and implement coordination procedures between the County and Contractors.

2. Assist the OC Waste & Recycling Project Manager as coordinating point with other A-Es involved with North Region Landfill projects, during the review of plans and bid documents and engineer's cost estimates of 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. Assist OC Waste & Recycling Project Manager in conducting pre-construction conferences. Chair meetings, prepare, and circulate copies of minutes thereof.
5. 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.
6. Review the Contractors' CPM schedules, computerize the schedules using a Microsoft Project or comparable software 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.
7. 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 all changes in schedule. Assist OC Waste & Recycling in a speedy management and resolution of all claims, change orders, legal notification and enforcement of contract requirements.
8. 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.
9. 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.
10. Conduct on-site observations of work in progress to ascertain that the works are proceeding in accordance with the Contract Documents.
11. Develop and implement a plan to record with color-photographs and video films the

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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 shall 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.

12. Assist OC Waste & Recycling in determining substantial completion of the work or designated portions thereof and, in conjunction with OC Waste & Recycling and construction contractors. Report to OC Waste & Recycling when any work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, and advice when work should be corrected, rejected, or requires special testing, inspection, or approval.
13. Monitor the Contractors' development and implementation of safety programs, which comply with all federal, state, municipal and local laws, rules, and regulations.
14. 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.
15. 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.
16. Transmit to the Contractors, the Design A-Es and OC Waste & Recycling's clarifications and interpretations of the contract design or Contract Documents.
17. Consider and evaluate the Contractors' suggestions for modifications to the Contract Documents and report them with recommendations to the OC Waste & Recycling.
18. 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.
19. 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.
20. Record names, addresses, and telephone numbers of Contractors, subcontractors, and major suppliers of materials and equipment.
21. Prepare and submit Monthly Progress Reports to OC Waste & Recycling, which shall include the following information in a form acceptable to the County Project Manager:

Attachment B

- 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 shall have on contract cost or schedule.
 - Discussion of any new goals.
- b. The Monthly Report shall 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 shall 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. Submit five (5) copies of the Monthly Progress Reports to the OC Waste & Recycling Project Manager by the 10th of the month following the period being

reported.

22. Prepare and submit Daily Work Logs for review and signature by the OC Waste & Recycling Project Manager (provide daily log content detail).
23. 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.
24. Consult with OC Waste & Recycling and A-Es in advance of scheduled major tests, inspections, or start of important phases of the work.
25. 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.
26. Monitor Contractors' Certified Prevailing Wage Payroll submissions when contracts require the regular and routine submission of reports.
27. 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.
28. 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.
29. Before preparing Certificates of Substantial Completion, submit to the Contractors a punch list of observed items requiring completion or correlation.
30. Conduct final inspections in the company of OC Waste & Recycling, the A-E 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.
31. Verify that all items on the final punch lists have been completed or corrected and make recommendations to OC Waste & Recycling concerning acceptance.
32. 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

Attachment B

transferred to reproducible as-built plans.

33. Assist OC Waste & Recycling to resolve any legal disputes arising from the Contractor's claims.
34. Provide final reports on projects for fiscal accountability and construction cost expenditures in conjunction with OC Waste & Recycling Project Manager.
35. Furnish OC Waste & Recycling with all liner material certifications and material warranties.
36. Assist OC Waste & Recycling in the preparation of Project Completion Reports.
37. Assist OC Waste & Recycling in following up on defective work performed by Contractor covered by warranties.
38. Other Tasks:
 - a. 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.
 - b. Provide regular updates of the milestone summary schedule and monthly progress reports on the Project. Define timely actions required by others.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. Review the Invitation to Bid, the Proposal format, the General Conditions, the Supplementary Conditions, and the Special Conditions for Construction contracts.
 - g. Develop a Bidders List, and conduct a pre-bid conference and to clarify any questions that may arise during the bid process.
 - h. Coordinate and evaluate bid document addenda for time and cost impacts.
 - i. Evaluate bids and bidders and make formal recommendation to OC Waste & Recycling.

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- j. Assist OC Waste & Recycling in obtaining and expediting any required permits and reviews, necessary for the implementation of the Project.
- k. 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.
- l. 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.
- m. 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.
- n. 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.
- o. 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 shall include support work.
- p. Review and make recommendations pertaining to monthly payments to each contractor. This activity shall be an integral part of the monthly progress report updates.
- q. 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.
- r. Provide all survey works as required.
- s. 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, 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.
- d. Review contractor's SWPPP

2. During Construction:

- a. Provide QA/QC of earthwork activities, perform geologic mapping of cuts exposed during excavation 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 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 of 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.

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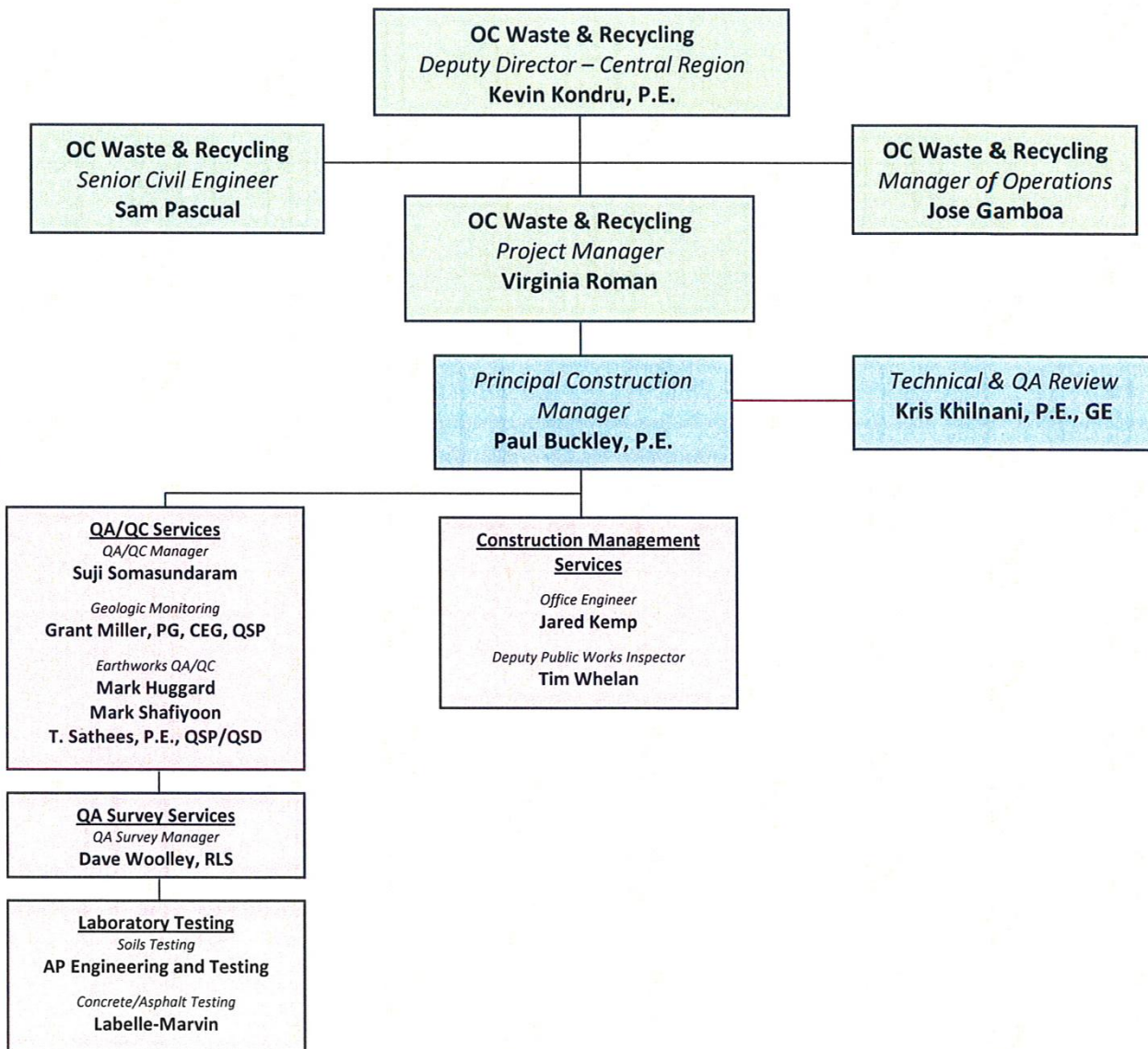
1. Monitor contractor's QSP to assure all SWPPP BMPs are implemented, visual non-storm water and storm water observations are made, sampling and analysis is completed and all data collection and recording is performed.

3. 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.

4. Other Tasks:
 - a. Apply and obtain Permits
 - b. Assist OC Waste & Recycling with documentation processing for regulatory agency requirements.
 - c. Prepare CQA Plans.
 - 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.

Attachment B
EXHIBIT B
KEY PERSONNEL

(Organization chart)



Attachment B
EXHIBIT C
SCHEDULE OF FEES

SIMPLUS MANAGEMENT CORPORATION

2013 – 2016 SCHEDULE OF FEES

**OC WASTE & RECYCLING
CM & QA-QC SERVICES FOR NORTH REGION LANDFILLS**

<u>Personnel Category</u>	<u>Rate/Hour</u>
01 Principal	\$185.00
02 Sr. Construction Manager, P.E.	\$180.00
03 Sr. Construction Manager, CCM	\$175.00
04 Asst. Construction Manager	\$134.00
05 Office Engineer II	\$125.00
06 Office Engineer I	\$118.00
07 ICC Certified Inspector – Prevailing Wage (Group II)	\$108.00
08 PW Inspector – Prevailing Wage (Group I)	\$108.00
09 Administrative Assistant	\$82.00

Subconsultants/Subcontractors

Non Listed Subconsultants/Subcontractors	Cost plus 10%
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Project Expenses

Normal Reimbursable Expenses	3% of Labor Charges
Special Reimbursable Expenses (When authorized by Site PM)	Cost plus 10%

Normal Reimbursable Expenses include the following: Website maintenance, remote server daily backups and maintenance, normal office supplies, multi-function printer/copier/scanner rental, maintenance and supplies, cell phones and cell phone charges, office phones, Primavera Contract Manager software technical support and maintenance, mailing, delivery charges, computer time [CADD], in-house reproduction and plots.

Special Reimbursable Expenses include the following: Non-supplied field computer hardware and software, maintenance and repair on supplied field computer hardware and office equipment, outside reproduction, in-house color copies (\$1.00/page), mileage (current IRS rate), unnamed subconsultants, specially requested office supplies, air fare, car rental, lodging, delivery/postage, parking, out of town travel expenses.

Other Direct Costs (ODCs) Markups

Field Vehicle	\$1,500/mo/each
Mileage (Automobile – Non Field Vehicle)	Current IRS Rate

Prevailing Wage Rate Notes:

Basic Prevailing Wage Rate (Applies M-F for the first 8 hours worked per day)

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

Double OT Prevailing Wage Rate (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.

Simplus Exclusions:

Field office furniture, field office computer hardware, software and printers, field office utilities (electric, water, power, sewer), reimbursables not specifically defined above.



**OC WASTE & RECYCLING
CM/QA-QC SERVICES FOR NORTH REGION LANDFILLS
2013 - 2016 SCHEDULE OF FEES**

<u>Personnel Category</u>	<u>Rate/Hour 2013-2016</u>
01. Senior Principal/Technical Reviewer	\$195
02. Principal Engineer/Principal Geologist (Project Manager)	\$186
03. Associate.....	\$163
04. Senior Engineer/Senior Geologist.....	\$145
05. Project Engineer/Project Geologist.....	\$130
06. Staff Engineer/Staff Geologist.....	\$110
07. Senior Technician/Technician – Prevailing Wage	\$115
08. Senior Technician/Technician – Prevailing Wage Overtime*.....	\$135
09. Senior Technician/Technician-Prevailing Wage Double Time*.....	\$155
10. CADD/Graphics.....	\$90
11. Project Administrator/Word Processor	\$80
Communications Charge (in-house computers, cell phones, shipping, routine copying).....	3% of total labor cost

*Overtime shall be charged only when authorized by OC Waste & Recycling.

Other Direct Costs (ODCs) Markups

Out of Pocket Expenses (when authorized by PM) Cost plus 10 percent

Such expenses may include but not be limited to:

- Drilling Subcontractor Costs
- Geophysics and Field Testing Subcontractor Costs
- Subcontractor Laboratory Tests
- Backhoe Rental Costs
- Consumables for Field Testing such as Sampling Supplies
- Outside Reproduction Costs
- Permits and Regulatory Fees



**OC WASTE & RECYCLING
CM/QA-QC SERVICES FOR NORTH REGION LANDFILLS
2013 - 2016 SCHEDULE OF FEES**

Field Testing and Equipment

Nuclear Gauge	\$160.00/week or \$50.00/day
BAT™ Equipment	\$2,500.00/month or \$250.00/day
GPS Rental	\$100.00/day
Inclinometer Probe and Data Recorder	\$200.00/day

Vehicles

Field Vehicle	\$85.00/day \$400.00/week \$1,500.00/month
Mileage (Automobile)	Government Rate

Reproduction/Plotting (in-house) for Final Reports, Deliverables

Black and White (8½ x 11)	\$0.10 each
Color (8½ x 11)	\$1.00 each
Color (11 x 17)	\$2.00 each Color
Plotting	\$5.00/sq. ft.



**OC WASTE & RECYCLING
CM/QA-QC SERVICES FOR NORTH REGION LANDFILLS
2013 - 2016 SCHEDULE OF FEES**

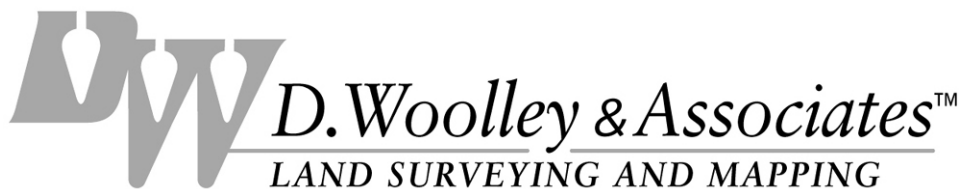
Laboratory Test Fee Schedule

	<u>Rate</u>
A. Identification and Index Properties Test	
Moisture Content-ASTM D2216	\$20.00
Moisture Content & Density-ASTM D2937	
Shelby Tube Sample	\$35.00
Ring Sample	\$30.00
Atterberg Limits-ASTM D4318	\$110.00
Particle-Size Analysis	
Coarse and Fine Gradation of Coarse and Fine Aggregate-ASTM C136	\$175.00
Sieve Analysis (from + #200 to 3 in.)-ASTM D6913	\$150.00
Fine Sieve Analysis (from #200 to No. 4)-ASTM D6913	\$100.00
Sieve and Hydrometer-ASTM D422 (No.4 to clay)	\$150.00
Percent Passing #200 Sieve-ASTM D1140	\$70.00
Specific Gravity	
Fine (passing #4)-ASTM D854	\$75.00
Coarse (retained on #4)-ASTM C127	\$90.00
Sand Equivalent Value-ASTM D2419	\$90.00
B. Soil Chemistry	
Soil pH-ASTM G51	\$30.00
Electrical Resistivity-DOT CA Test 532	\$60.00
Sulfate Content-DOT CA Test 417-B	\$60.00
Chloride Content-DOT CA Test 422	\$60.00
Corrosion Suite including all of the above	\$200.00
Organic Matter Content-ASTM D2974	\$75.00
C. Compaction and Bearing Capacity	
Standard Proctor Compaction-ASTM D698	\$160.00
Modified Proctor Compaction-ASTM D1557	
Procedures A and B (4-inch mold)	\$170.00
Procedure C (6-inch mold)	\$190.00
Rock Correction	\$75.00
California Bearing Ratio (CBR)-ASTM D1883	
Three Point	\$525.00
One Point	\$225.00
R-Value-ASTM D2844	
Untreated	\$285.00
D. Shear Strength	
Direct Shear-Soil (Prices for three points)	
Consolidated-Drained (granular soil)-ASTM D3080	\$250.00
Consolidated-Drained (fine-grained soil, very slow shearing)-ASTM D3080	\$325.00
Consolidated-Undrained (fine-grained soil)	\$250.00
Residual Shear Strength (3 shearing cycles)	\$500.00
Remolding of Specimens (per set of 3)	\$45.00



**OC WASTE & RECYCLING
CM/QA-QC SERVICES FOR NORTH REGION LANDFILLS
2013 - 2016 SCHEDULE OF FEES**

<u>Laboratory Test Fee Schedule</u>	<u>Rate</u>
E. Static Uniaxial and Triaxial Strength Tests	
Unconfined Compression-ASTM D2166 on Undisturbed Sample	\$125.00
Unconsolidated Undrained (UU,Q)-ASTM D2850 per Confining Stress	\$155.00
Consolidated Undrained (CU,R) with Back Pressure Saturation and Pore Water Pressure Measurement ASTM D4767 (per point)	\$390.00
Consolidated Drained (CD,S) with Volume Change Measurement (per point)	\$390.00
Three Stage Triaxial Tests	\$950.00
Hand Trimming or Remolding of Specimens (per sample)	\$45.00
F. Consolidation and Swell Tests	
Consolidation Test-ASTM D2435	
Six load increments from 0.2 up to 12.8 ksf and unload to 0.2 ksf (including plot)	\$225.00
Time Reading and Curve per Increment	\$60.00
Each Additional Loading or Unloading Increment w/o Time Reading	\$35.00
Each Additional Loading or Unloading Increment w/Time Reading	\$60.00
Each Unload - Reload Cycle	\$150.00
Expansion Index Test-ASTM D4829	\$135.00
Single Load Swell/Collapse Test-ASTM D4546	\$130.00
G. Permeability Tests	
Constant Head Permeability of Granular Soils-ASTM D2434	\$180.00
Triaxial Permeability in Flexible-Wall Permeameter- ASTM D5084	
Measurement at One Effective Stress	\$275.00
Each Additional Effective Stress	\$100.00
Hand Trimming or Remolding of Specimens	\$45.00
Capillary-Moisture Relationship for Soil-ASTM D2325 & ASTM D3152	\$280.00
H. Concrete Cylinders	
Compressive Strength	\$30.00/each
Test Report	\$100.00/each



Schedule of Hourly Rates for Services

Effective 2013 through 2016

Professional Land Surveyor	\$160.68
Technician/CAD Operator	\$110.21
One Person Survey Party w/equipment	\$177.16
Two Person Survey Party w/equipment	\$249.26
Three Person Survey Party w/equipment	\$329.60
Clerical Delivery	\$60.00

Prints, research material, out of town travel expenses & other incidental supplies Cost + 10% Mileage will be charged at the current IRS rate.

Authorized overtime shall be charged at 1.35 times the regular rate except for Sundays and/or holidays. Rates for Sunday shall be 1.75 times the regular rate and for holidays it shall be 2.0 times regular rates.

Daily overtime billing for field survey work during Monday through Friday does not commence until 8 hours of on-site work has been completed. (Travel time is not charged at overtime rates.)

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 of the Agreement Effective Date, the A-E agrees to furnish the required data and certifications to the Director, the Purchasing Agent, or the agency/department deputy purchasing agent.

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

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County of Orange Child Support Enforcement Certificate

"I certify that _____ 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.**

REGULATORY COMPLIANCE REQUIREMENTS

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

1. PERMITS

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

2. REGULATORY COMPLIANCE AUTHORITIES

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

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

3. ORDINANCES

Construction shall conform to all Federal, State, County, and local codes, ordinances, regulations, and standards having jurisdiction thereof. In the case of conflict between any such applicable documents mentioned above and the specifications and drawings, the highest requirement shall govern. No additional charges shall be allowed for any changes to make work conform to regulations of above-mentioned documents or governing agencies, but shall be considered as completely included in the Task Order price.

4. CULTURAL/SCIENTIFIC RESOURCES

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

5. DISPOSAL OF SOLID WASTE

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

Solid waste resulting from maintenance and service may be disposed of within the active landfill at no charge if acceptable within the guidelines of a Class III landfill and approved in writing by the County. The A-E shall contact the PM prior to disposal of solid waste resulting from maintenance and service. Furthermore, the A-E shall not dispose of such waste prior to receipt of a written approval from the PM, which identifies a designated disposal area.

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

6. DISPOSAL OF LIQUID WASTE

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

7. STORM PROTECTION

- A. The A-E shall take every practicable precaution to minimize danger to persons and to the work during rainy or windy conditions. The County shall protect all County facilities within their work project. Also the A-E shall protect all facilities from damage.
- B. As part of its storm protection, the A-E shall provide a storm water management plan (erosion control plan), to be reviewed and approved by the County. (The County is not responsible for damage if the Storm Water Management Plan is deficient or inadequate for managing storm water flows.)

8. NPDES STORM WATER DISCHARGES

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

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

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

The A-E shall be required to prepare a NPDES Construction General Permit Notice of Intent (NOI) if required. The County will submit the NOI as the Legally Responsible Party (LRP)

9. DISCOVERED HAZARDOUS WASTE

- A. The A-E shall promptly, and before the following conditions are disturbed, notify the County in writing of any:
 - (1) Material that the A-E believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Subsurface or latent physical conditions at the site differing from those indicated; and
 - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.
- B. The County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve a hazardous waste, and cause a decrease or increase in the A-E's cost of, or the time required for, performance of any part of the work, the County shall issue a Change Order under the procedures described in the Contract. If hazardous waste is found, the County will contact its key waste A-E to properly remove and dispose of the waste. The A-E shall not disturb the waste. The A-E shall immediately notify the County if the waste is found leaking, not containerized, or vapors or odors are detected.

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

10. A-E GENERATED HAZARDOUS WASTE

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

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

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

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

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

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

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

11. FUGITIVE DUST EMISSION CONTROL

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

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

If the A-E fails or refuses to correct the noncompliance immediately, OC Waste & Recycling may terminate the A-E's right to proceed with the work, by written notice to the A-E. In such event, OC Waste & Recycling may take over the work and prosecute the same to completion, by contract or otherwise at the A-E's expense, and may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore. Whether or not the A-E's right to proceed with the work is terminated, the A-E and the A-E's Sureties shall be liable for any damage to the County resulting from the A-E's refusal or failure to complete the work within the specified time. The A-E shall not be entitled to any time extensions or compensation for any cost due to any such action as a result of the A-E's failure to comply with those provisions of the OC Waste & Recycling Fugitive Dust Emission Control Plan within the A-E's control. The A-E shall be responsible for ensuring that all sub A-E(s) comply with the provisions of this section. The A-

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E shall be liable for any action or fine imposed by the SCAQMD on those incidents of noncompliance that are within the A-E's area of responsibility.

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

12. BIOLOGICAL AND HABITAT PROTECTION

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

13. MAINTENANCE FACILITY AND WORK AREA

Maintenance facility areas have been designated at the Landfill for the purpose of maintaining County equipment. This area is intended to be available for use by the County's Equipment Maintenance A-E and for other contractors and haulers only upon permission and at the convenience of OC Waste & Recycling. Any contractor permitted to utilize this area shall inspect the area and comply with any and all provisions of these Regulatory Compliance Section Articles. All contractors shall keep the facility clean. If this facility becomes unavailable to the County's Equipment Maintenance A-E for any reason, the County's Equipment Maintenance Contractor shall be provided an alternate location acceptable to the 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 A-E or his vendors/suppliers to the designated maintenance area or other landfill facilities/projects shall be paid for or repaired by the A-E to the satisfaction of OC Waste & Recycling. All construction and/or replacement shall be done with materials and equipment of the same kind constructed or product installed. If the A-E does not repair the damaged facility/area within thirty (30) calendar days, the A-E shall pay for all construction/installation and related costs performed by the County by direct deduction plus a five percent (5%) administration fee from the monthly invoice or by invoiced separate payment. Any facility considered crucial to the operation of the landfill must be repaired immediately and costs shall be paid by direct deduction plus a five percent (5%) administrative fee as above indicated in the same manner.

The A-E shall be responsible for maintaining clean equipment and a clean working area. Removal of contaminated soil as a result of maintenance activities shall be the sole responsibility of the A-E and shall be mitigated to OC Landfill's satisfaction immediately following written notice from the OC Waste & Recycling 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 OC Waste & Recycling 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 A-E. Prior to removal, the A-E must provide a manifest of transport showing legal disposal of contaminated material. A copy of the manifest, certified and approved by the disposal location, shall be provided to OC Waste & Recycling prior to shipment. If the manifest is not submitted,

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

Upon written notice from the OC Waste & Recycling Project Manager, if the A-E does not comply with the removal of the contaminated soil immediately, OC Waste & Recycling will remove, process, transport, and certify the material as stated above and all costs incurred by OC Waste & Recycling for removal and disposal,

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plus a five percent (5%) administrative fee shall be deducted directly from the A-E's monthly invoice or through supplemental payment as approved by the OC Waste & Recycling Project Manager or designee.

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

14. RED IMPORTED FIRE ANT INTERIOR QUARANTINE OF ORANGE COUNTY

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

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