

Attachment A



**COUNTY OF ORANGE**

**REGULATORY COMPLIANCE SUPPORT SERVICES  
FOR  
OC WASTE & RECYCLING**

Attachment A

**PROJECT TITLE: REGULATORY COMPLIANCE SUPPORT SERVICES FOR OC WASTE & RECYCLING**

This Agreement #MA-299-15010787 for Regulatory Compliance Support Services (this “Agreement”) is hereby entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (“Execution Date”) and is by and between the County of Orange, a political subdivision of the State of California, by its OC Waste & Recycling, (the “County”) and **Geosyntec Consultants, Inc.**, a licensed professional Architect/Engineering firm of the State of California (the “A-E”), with a principal office located at 2100 Main Street, Suite 150, Huntington Beach, CA 92648.

**RECITALS**

WHEREAS, County desires to contract for Regulatory Compliance Support Services for OC Waste & Recycling as more fully described in Exhibit A, Scope of Services, attached and incorporated herein, hereinafter called “Services” for such term as is defined herein;

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

NOW, THEREFORE, for and in consideration of the professional services and mutual promises to be performed for the County by the A-E in connection with the Services and the compensation to be paid for such Services and mutual promises by the County, 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 will perform the Services provided for herein in association with the following Team Members: SCS Engineers, SCEC, and Analytical Photogrammetric Surveys (APS). 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:

Bertrand Palmer	Principal in Charge
Misty Steele	Project Manager

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 of OC Waste & Recycling or his or her designee (the “Director”). 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.

## Attachment A

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.

## Attachment A

### 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.

### 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

## Attachment A

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 but not limited to the jurisdiction of the County of Orange, Local Enforcement Agency, Regional Water Quality Control Board, South Coast Air Quality Management District, and all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of its performance of this Agreement.

### e. Scheduling, Coordination, and Reporting

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

A-E shall allow at least fourteen (14) calendar days after submittal of deliverables, including initial Task Order proposals, Task Orders, and Task Order amendments, 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 five (5) calendar 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 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 for each issued Task Order in a format as provided by the County and as directed by the Scope of Services:

- Narrative Summary
  - Highlights
  - Major decisions
  - Major activities
  - Milestones completed

## Attachment A

- Schedule: Progress achieved compared to planned progress

- Areas of concern and corrective action taken or planned
- Overall A-E Task Order progress
- Original and revised deliverable delivery dates, and reasons for change of dates
- 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 (i) the Contract reach seventy-five percent (75%) of the total dollar limit of the Contract or (ii) each Task Order reach seventy-five percent (75%) of the total dollar limit of each Task Order. A-E shall provide such notice within 3 days of submission of the invoice triggering this requirement. 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.

All extra work resulting in an increase in the Contract total ceiling amount shall be authorized by written amendment to this Contract. Said amendment shall be issued by the Director and/or may be subject to approval by the Orange County Board of Supervisors.

f. Presentations

A-E may be called upon to make public presentations, and shall be responsible for preparation of any exhibits and visual aids needed for such presentation. When public presentations are called for, OC Waste & Recycling staff will schedule and/or arrange for such presentations and will provide introduction and assistance. 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 in completing review processes with applicable regulators, shall obtain on OC Waste & Recycling’s behalf regulatory agencies’ approvals, and shall interact with concerned responsible entities as necessary.

## Attachment A

### 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, and 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 or approval from A-E.

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 action 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.

## Attachment A

### 4. Compensation of A-E

A-E will be compensated for all authorized services performed under this Agreement in accordance with Exhibit C. Exhibit C shall include full compensation for providing all Services performed under this Agreement, except as allowed for reimbursable expenses. Labor rates shall include all salaries, prevailing wages as necessary, benefits, administrative costs including preparation of invoices and Task Orders, and shall include all A-E overhead and profit. A-E shall not be compensated for work completed prior to issuance of Task Order including preparation of Task Orders. All invoicing and payment for Services performed under this Agreement shall be as specified herein and in Exhibit C.

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. Task Orders

Task Orders shall be approved in writing by the PM prior to the A-E proceeding with the Services. Task Orders shall only be issued for specific deliverables, and not for general or administrative work such as preparation/negotiation of task order proposals, amendments, invoices, accounting reports, progress reports, or other invoice backup; internal project management activities (i.e. earned value analysis); processing subcontractor invoices; discussions internally or with County regarding said items, contract terms, or billing practices; or internal budget/expenditure review.

A-E shall provide the PM with a written proposal for each proposed Task Order. County and A-E will initially negotiate Task Order proposals on a lump sum basis. Prior to approval of the Task Order, A-E shall provide a detailed breakdown of the labor and materials costs that are the basis of the A-E's proposal. The breakdown shall be in accordance with the rate schedules listed in Exhibit C.

Payments shall be made for each deliverable milestone reached and progress payments made on a percent-completion basis not to exceed that amount agreed to for each deliverable milestone.

If no agreement can be reached between County and any A-E on a lump sum basis, then A-E's compensation may be determined on a time-and-materials basis according to the rates set forth in Exhibit C.

In the event that A-E believes that unforeseen circumstances or a request or decision by the County might change the scope of a Task Order, or increase the cost of or extend the delivery date of that Task Order, A-E shall immediately notify the County of such change. If A-E does not notify the County within seven (7) calendar days of discovery of such a circumstance, request, or decision, A-E shall be liable for any resulting additional cost or extension of delivery date. Amendments to Task Orders may be considered when changes exceed the Task Order amount and: (i) there is a major change in the Scope of Services; (ii) the change causes a major delay; and/or (iii) the change renders the Contract fee structure inappropriate.



## Attachment A

### b. Reimbursable Expenses

Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the County Project Manager. Reimbursable expenses for A-E and Team Members shall be paid on actual cost supported by third-party invoices and mileage claim forms. A-E shall submit third-party invoices and mileage claim forms to the PM for review and approval. Any services to be performed by third-party non-A-E team members are subject to PM pre-approval, and shall be payable at cost plus 10%. A-E is responsible for submitting reimbursable expense invoices in a format that is acceptable to OC Waste & Recycling.

#### Items Considered Reimbursable (Not included in Task Order Scope of Work or Necessary Items to Complete the Work):

1. Identifiable printing or reproduction services, commercial printing and binding, and similar costs.
2. Identifiable postage/communication expense (large packages or express, overnight or next day mail charges), other than for general correspondence required for the performance of the work.
3. Travel costs may be reimbursed if authorized in advance and in writing by County Project Manager.
4. Reimbursement of mileage during the conduct of business within the Scope of Services of this Agreement shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Copies of the tickets, receipts, or other proof of payment are required with A-E invoice. Mileage between the A-E's "Home Based" office location and OC Waste & Recycling, as well as mileage within OC Waste & Recycling's property, will not be reimbursed.

#### Items Considered Non-Reimbursable:

1. General overhead costs such as accounting, computer rentals, and items generally required for the basic operations of daily business or directly related to the Contract Task Orders.
2. Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices.
3. Telephone, fax, and internet use.
4. Any item specified in the task order scope of work, necessary to complete the scope of work, or deliverables from the scope of work.
5. Mileage between the A-E's home base and OC Waste & Recycling.
6. Any costs other than those explicitly authorized in Items Considered Reimbursable, unless written approval has been obtained from County Project Manager in advance.
7. Computer Aided Drafting and Design, computerized engineering software and subsequent equipment operation related to the production of exhibits, reports, submittals and study documentation shall be considered included in the cost of general overhead and included in the hourly personnel rates for this project.

### c. Contract Maximum

The total Agreement amount shall not exceed \$2,000,000, including reimbursable and other direct costs. The total not-to-exceed compensation will be broken down into individual tasks that have yet to be determined. The amounts allocated for each task may be transferred and adjusted within these

## Attachment A

tasks with the written approval of the Director. It will be the sole responsibility of the PM to monitor, track, amend, and with Director's approval, allocate the task dollars within the not-to-exceed budget of the total Agreement amount.

It will be the sole responsibility of the PM to monitor, track, amend, and with Director's approval, allocate the task dollars within the not-to-exceed budget of the total Agreement amount.

d. Monthly Accounting Report

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.

e. Compensation on Termination

Any compensation due A-E at termination will be determined in accordance with Agreement Article 9, Termination of Agreement.

f. 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.

## Attachment A

- 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.

### g. Payments

The cost for the work including the fees and reimbursable items will be billed monthly by the A-E to the County in congruence with the scheduled deliverable in each Task Order. Each invoice must show cost breakdown by task including the accumulated cost for the task as well as the new cost for the billing period. The cost breakdown by task for the various subcontracted items shall also be indicated. For time and materials work 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, and shall be broken down by subtask, employee name, and date, with employee timesheets submitted as backup if requested by the PM. These invoices must be prepared in a manner that will allow easy cross-referencing to the reports required herein. Requests for payment shall be in a format approved by the County and 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:

- 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 shall be submitted to:

**OC Waste & Recycling**

300 N. Flower St., Ste. 400

Santa Ana, CA 92703-5000

Attn: Accounting/Accounts Payable

**Agreement Number: MA-299-15010787**

**Project Name: Regulatory Compliance Support Services for OC Waste & Recycling**

Submit electronically, via email to the following email address:

[ocwrinvoice@ocwr.ocgov.com](mailto:ocwrinvoice@ocwr.ocgov.com)

Attachment A

**Payment (Electronic Funds Transfer EFT):** The County offers A-E the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the PM. Upon completion of the form, please mail, fax or email to the PM or to OC Waste & Recycling, Purchasing Department.

**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. Contract Changes, Amendments, Extensions, and Authority**

Any change, amendment, or extension to this Agreement is subject to the County’s written approval based on the nature and scope of the change. The Director may amend the Agreement allowing additional work within the original Scope of Services as long as the additional work does not exceed the total Agreement amount set forth in “Compensation of A-E, Contract Maximum.” If an increase to the total Agreement amount is warranted, the cost shall be agreed to in writing before beginning the additional work. As long as the work performed remains within the existing Scope of Services, contract increases may be granted by the Director within the following cumulative limits:

<u>Original Agreement Amount</u>	<u>Cumulative Limit</u>
Contracts ≤ \$100,000	\$10,000
Contracts > \$100,000; ≤ \$250,000	10 percent of the Agreement amount (or 10 percent of the amended not-to-exceed amount authorized by the Board of Supervisors)
Contracts > \$250,000	\$25,000 plus 1 percent of the original Agreement amount in excess of \$250,000 (or the full not-to-exceed amount as authorized by the Board of Supervisors)

In no instance shall the extra work cumulatively exceed \$100,000 unless authorized by the Board of Supervisors.

Amendments to the Agreement must be used when changes exceed the Director’s authority and must be submitted to the Board of Supervisors for approval. Amendments to the Agreement which require Board of Supervisors approval are justifiable when: (i) there is a major change in the Scope of

## Attachment A

Services; (ii) the change causes a major delay; and/or (iii) the change renders the fee structure inappropriate.

### **8. 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.

### **9. 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.

## Attachment A

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.

## Attachment A

### 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.

## 10. 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.

## 11. 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.

Attachment A

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.



Attachment A

**17. 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.

**18. 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.

**19. 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.

**20. 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**

Attachment A

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.

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

**Coverage**

**Minimum Limits**

Commercial General Liability

\$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

## Attachment A

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 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).

## Attachment A

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.

### **21. 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.

### **22. 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.

### **23. Amendments**

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

Attachment A

**24. 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.

**25. 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: Regulatory Compliance Support Services for OC Waste & Recycling  
OC Waste & Recycling  
300 N. Flower Street, Ste.400,  
Santa Ana, CA 92703  
Attn: Government & Community Relations Project Manager

A-E : Geosyntec Consultants, Inc.  
2100 Main Street, Suite 150  
Huntington Beach, CA 92648  
Attn: Misty Steele

**26. Confidentiality**

a. Work Product

“Work Product” as used in this Agreement includes all drawings, designs, specifications, computer database, and other incidental architectural and engineering work documentation, reports, and any other deliverables originating from 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.

## Attachment A

### 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.

## **27. 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.

## **28. 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.

## Attachment A

### **29. 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.

### **30. 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](http://www.dir.ca.gov/DLSR/statistics_research.html)

## Attachment A

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.

### **31. 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.

### **32. 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.

### **33. 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.



## Attachment A

### **34. 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.

### **35. 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.

### **36. 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.

### **37. 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:

### Attachment A

- 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.

#### **38. 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.

#### **39. 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.

#### **40. 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.

## Attachment A

### **41. Calendar Days**

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

### **42. 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.

### **44. 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.

### **45. 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.

Attachment A

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 10/27/14

By [Signature], Vice President  
Signature and Title\*

Date 10/25/14

By Nancy T. Bin, Corporate Secretary  
Signature and Title\*

APPROVED AS TO FORM:

County Counsel

Date 10/27/14

By [Signature]  
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.

Attachment A  
EXHIBIT A

**SCOPE OF SERVICES  
FOR  
REGULATORY COMPLIANCE SUPPORT SERVICES  
(Routine Tasks)**

The A-E shall provide OC Waste & Recycling with regulatory compliance support services. The routine services provided by the firm, or team of firms, shall include preparation of regulatory compliance reports (i.e., National Pollutant Discharge Elimination System (NPDES) reports, annual mandatory Spill Prevention Control and Countermeasure (SPCC) training and SPCC Plan updates; semiannual, annual, and Constituents of Concern (COC) water quality monitoring reports); photogrammetry; landfill flares source testing; and general support related to these tasks. The anticipated deadlines for completing the tasks are as follows:

**Task 1: Regulatory Compliance Reports**

- **Subtask 1A:** Annual Storm water NPDES Monitoring Reports for Olinda, FRB, and Prima covering fiscal years 2014/15, 2015/16, and 2016/17.
- **Subtask 1B:** Annual SPCC Training and SPCC Plan Update for Olinda, FRB, and Prima covering calendar years 2015, 2016, and 2017.
- **Subtask 1C:** Semiannual, Annual, and COC Water Quality Monitoring Reports for Olinda, FRB, Prima, Santiago, and Coyote from November 2014 through November 2017.

**Task 2: Photogrammetry Services (Up to 22 landfills)**

- **Subtask 2A:** Annual Photogrammetry Services for three mandatory landfill sites (Olinda, FRB, and Prima) covering calendar years 2015, 2016, and 2017.
- **Subtask 2B:** Annual Photogrammetry Services for up to 19 optional landfill sites covering calendar years 2015, 2016, and 2017.

**Task 3: Flare Source Testing Services**

- **Subtask 3A:** Annual Flare Testing for Santiago covering calendar years 2015, 2016, and 2017.
- **Subtask 3B:** Annual Flare Testing for Villa Park covering calendar years 2015, 2016, and 2017.
- **Subtask 3C:** Flare Testing for Prima (covering three testing events as needed).

Specific details for each of the tasks/subtasks are further described below.

## Attachment A

### TASK 1: REGULATORY COMPLIANCE REPORTS

#### Subtask 1A: Annual Stormwater NPDES Monitoring and Reporting (Olinda, FRB, and Prima)

The scope of Subtask 1A involves routine activities related to: 1) NPDES regulatory issues; 2) Document review and annual update; and 3) Annual site inspection and report preparation, as described below, for compliance with the NPDES Industrial General Permit (IGP) for the three subject active landfill sites. The scope of this subtask does not include non-routine activities related to compliance with the Municipal General Permit (MGP) or the Construction General Permit.

##### 1) NPDES Regulatory Issues

The A-E shall assist OC Waste & Recycling with addressing and responding to stormwater NPDES regulatory issues that may arise at the three subject sites on an as-needed basis. The A-E shall provide technical assistance to OC Waste & Recycling on an as-needed basis, and shall prepare and conduct two presentation/training sessions on an annual basis for OC Waste & Recycling personnel.

##### 2) Document Review and Annual Update

A revised IGP, which is scheduled to go into effect July 1, 2015, shall change the current monitoring and sampling frequency as well as the monitoring parameters. The A-E shall review and update existing NPDES documents for compliance with each of the three subject landfills' IGP programs. The A-E shall review and update each facility's Notice of Intent (NOI), Storm Water Pollution Prevention Plan (SWPPP), Monitoring Plan (MP), and other documents, as necessary. These documents shall be updated for compliance with current regulations, appropriateness of monitoring locations, analyte lists, sampling frequencies, and sampling procedures, and to reflect changing site conditions.

##### 3) Annual NPDES Site Inspection and NPDES Report Preparation

The NPDES monitoring and reporting shall include stormwater and non-stormwater data compilation and analysis for each of the three subject landfills. Visual observation data collected by OC Waste & Recycling at these sites and transmitted to the A-E shall be compiled. In addition, site personnel from the three listed active landfills shall collect stormwater samples and submit the samples for laboratory testing according to the approved monitoring plan. The A-E shall compile and evaluate the analytical data.

In addition, the A-E shall conduct one annual site inspection to assess on-site conditions at each of the three landfill sites (½ day per site). The intent of the annual site inspections shall be to:

- a) Evaluate areas currently designated as contributing to stormwater discharges and identify additional sources of concern; and
- b) Review monitoring and sampling locations and sampling equipment installations; and
- c) Evaluate whether the best management practices (BMPs) identified in the Storm Water Pollution Prevention Plan (SWPPP) are adequate.

Subsequent to the site inspections, the A-E shall recommend revisions and/or additions to the SWPPP, Monitoring Parameters (MP), and BMPs where appropriate for each of the three subject landfill sites, draft annual NPDES reports presenting the results of the monitoring activities shall

## Attachment A

be prepared (in a format consistent with previous submittals to the Regional Water Quality Control Boards (RWQCBs)) and transmitted to OC Waste & Recycling in electronic format for review. Following review, the site-specific annual reports shall be finalized to incorporate OC Waste & Recycling comments and certifications, and submitted electronically for transmittal by OC Waste & Recycling to the RWQCBs. During the term of this contract, the A-E shall prepare up to three site-specific annual NPDES reports for each of the three subject landfills (due July 1, 2015, July 1, 2016, and July 1, 2017). These reports shall be stamped by the A-E and submitted to OC Waste & Recycling in both electronic format and hardcopy by 10:30 am the day before the due dates to allow OC Waste & Recycling to sign the reports and deliver the reports to the appropriate RWQCB office.

### Cost Estimates

The A-E shall perform the scope of services described above for Subtask 1A on a lump sum basis, based on the following assumptions for each annual NPDES report:

- a) Samples for the NPDES program shall be collected by OC Waste & Recycling personnel. Laboratory testing shall be performed by a certified laboratory contracted directly by OC Waste & Recycling (the A-E shall not be responsible for sampling, monitoring, and laboratory costs).
- b) The A-E shall allow sufficient time (one week) for OC Waste & Recycling to review the electronic draft reports before final changes are made to the reports. The A-E shall also submit the stamped final reports electronically to OC Waste & Recycling by 10:30 a.m. the day before their due dates to allow OC Waste & Recycling to sign and deliver the reports to the appropriate RWQCB office.
- c) Draft and final reports shall be delivered in electronic format and two hardcopies per final report. The electronic format shall be suitable for uploading to the RWQCB GeoTracker database and also available in optical character recognition (OCR) format. The A-E shall be responsible for uploading all required reports and data into the GeoTracker Database (and any of its successor uploading database systems).

### Subtask 1B: Annual SPCC Training and SPCC Plan Update (Olinda, FRB, and Prima)

Under 40 CFR 112 and the Aboveground Petroleum Storage Act (APSA), each of OC Waste & Recycling's three active landfills (Olinda, FRB, and Prima) is required to conduct annual SPCC training for all of its staff that have contact with any of its above-ground petroleum storage tanks, as well as those who are involved with the California Unified Program Agency (CUPA) regulations and reporting. The scope of services for this order is to comply with the annual training requirement in calendar years 2015, 2016, and 2017 (three separate annual training events) and update the SPCC Plan for each of the three subject sites during the term of this contract (one SPCC Plan update in 2015, one SPCC Plan update in 2016, and one SPCC Plan update in 2017). The scope of services of Subtask 1B is described below:

#### 1) Preparation and Training

The A-E shall review the monthly SPCC inspection reports (completed by OC Waste & Recycling personnel during the previous year and submitted to CUPA for all three active landfills), as well as review any new and/or pending legislation that may impact future CUPA requirements. The A-E shall submit a draft of the training presentation to OC Waste & Recycling for review prior to each

## Attachment A

of the three training sessions. The A-E shall give three annual SPCC training presentations each summer (total of nine separate training sessions), no later than the 31st of August of 2015, 2016, and 2017. Each training shall consist of no less than a PowerPoint presentation, designed to last 60-90 minutes in length, which covers, at a minimum:

- a) Applicable Regulations and Applicability of SPCC Regulations
- b) SPCC Plan Review and Components of SPCC Plan
- c) Failure Analysis
- d) Prevention Measures
- e) Testing and Inspections
- f) Record Keeping and Documentation
- g) Response Planning
- h) Minimum Training Required
- i) Plan Implementation
- j) Discharge Prevention and Spill Response
- k) Regulatory Oversight and Inspections

If the annual training is scheduled at one of the three subject landfill sites, the A-E may include a tour of pertinent areas of that landfill site as part of the training session. As part of the training or within a month following the training, the A-E shall present to OC Waste & Recycling a list of suggestions for each landfill as to how they can improve regulatory compliance with SPCC requirements. The suggestions may include, but are not limited to: tips on better housekeeping near the petroleum tanks, common errors found in the monthly inspection reports, and/or errors found in incident reports.

## 2) SPCC Plan Update

The A-E shall review, update, and stamp in calendar years 2015, 2016, and 2017 the SPCC Plan for the three subject landfill sites (SPCC Plan update for one landfill site each year). Draft and final updated SPCC Plans shall be submitted electronically along with two (2) hardcopies of each final plan.

### **Cost Estimates**

The A-E shall perform the scope of services described above for Subtask 1B on a lump sum basis.

## **Subtask 1C: Semiannual, Annual and COC Water Quality Monitoring Reports (Olinda, FRB, Prima, Santiago and Coyote)**

Each of OC Waste & Recycling's three active landfills (FRB, Olinda and Prima) and two of its closed landfills (Santiago and Coyote) operate under Waste Discharge Requirements (WDRs) and Monitoring & Reporting Programs (M&RPs) issued by the RWQCBs in accordance with Federal and State



## Attachment A

Standards. For each of these five landfill sites, the M&RPs require the preparation and submittal of Semiannual Water Quality Monitoring Reports (in April and September of each year), Annual Summary Reports (in April of each year), and COC Testing Reports (every five years, with the next submittal due in April 2016). The scope of services for Subtask 1C is to comply with the applicable requirements of each of the five sites' M&RPs for water quality monitoring data compilation, evaluation and compliance report preparation and submittal. The A-E shall prepare the compliance reports (semiannual, annual summary, and COC reports) in a format similar to those compliance reports previously prepared.

The A-E shall compile and review water quality monitoring data, collected by OC Waste & Recycling and/or contractors to OC Waste & Recycling, for the fourth quarter of 2014 through the third quarter of 2017 (November 2014 through November 2017) for the five subject landfill sites. The monitoring data to be compiled and reviewed by the A-E shall include: site-specific groundwater depth measurements; laboratory chemical results of liquid samples (i.e., groundwater, surface water, condensate, and leachate) and landfill gas samples; volumes of liquids extracted, collected, treated, and/or disposed; and waste monitoring data.

As applicable to each of the five subject landfills, the monitoring data shall be analyzed by the A-E as follows:

- a) Groundwater depth measurements shall be used to calculate groundwater elevations and evaluate groundwater flow direction and velocity.
- b) Laboratory chemical results of organic compounds in groundwater and surface water samples shall be analyzed using the non-statistical analysis method specified in the M&RP to evaluate if a release of organic constituents has occurred in the groundwater and/or surface water.
- c) Laboratory chemical results of inorganic constituents (metals surrogates) shall be analyzed using the Shewart-CUSUM or other intra-well statistical analysis methods (using Sanitas® software) to evaluate changes in inorganic groundwater quality. The results of other inorganic constituents (metals and general minerals) shall be plotted on time-series charts and compared to applicable concentration limits.
- d) If a tentative release is indicated, the A-E shall recommend additional sampling, if needed, for confirmation of the results.
- e) The laboratory chemical results of gas probe samples shall be analyzed to evaluate whether landfill gas has impacted the vadose zone and the groundwater.
- f) The laboratory chemical results of leachate and landfill gas samples shall be analyzed to update the list of monitoring parameters or the COC.
- g) The volumes of liquids extracted, collected, treated, and/or disposed shall be reviewed to document the operation of extraction, collection, treatment, and/or disposal systems.
- h) The waste monitoring data shall be documented to evaluate the types and quantities of wastes received at each site and the waste disposal location(s) at each site.

Site-specific semiannual water quality monitoring reports, annual summary reports, and COC testing reports shall be submitted electronically in draft format to OC Waste & Recycling for review. Following OC Waste & Recycling's review, the reports shall be finalized/stamped by the A-E and CDs

## Attachment A

(in OCR format) plus two (2) hardcopies of each final report shall be submitted to OC Waste & Recycling by 10:30 am the working day before their due dates for transmittal to the RWQCBs. The monitoring data shall be uploaded onto GeoTracker within one month after the final reports are submitted on CD.

### **Final Report CD Deliverables (for each of the five subject landfill sites):**

- a) Six semiannual water quality monitoring reports (due April 30, 2015; October 31, 2015; April 30, 2016; October 31, 2016; April 30, 2017; and October 31, 2017); and
- b) Three annual summary reports (due April 30, 2015; April 30, 2016; and April 30, 2017); and
- c) One COC Testing report (due April 30, 2016).

### **Cost Estimates**

The A-E shall perform the scope of services described above for Subtask 1C on a lump sum basis, based on the following assumptions:

- a) Monitoring and sampling shall be performed by OC Waste & Recycling personnel. Laboratory testing shall be performed by a certified laboratory contracted directly by OC Waste & Recycling (the A-E shall not be responsible for monitoring, sampling, and laboratory costs).
- b) The A-E shall allow sufficient time (one week) for OC Waste & Recycling to review the electronic draft reports before final changes are made to the reports. The A-E shall also submit the stamped final reports electronically to OC Waste & Recycling by 10:30 am the day before their due dates to allow OC Waste & Recycling to sign the reports and deliver the reports to the appropriate RWQCB office.
- c) Draft and final reports shall be delivered in electronic format along with two (2) hardcopies of each final report. The electronic format shall be suitable for uploading to the RWQCB GeoTracker database and also available in optical character recognition (OCR) format. The A-E shall be responsible for uploading all required reports and data onto the GeoTracker Database (and any of its successor uploading database systems).

### **TASK 2: PHOTOGRAMMETRY SERVICES**

The A-E shall provide annual Digital Aerial Photogrammetric services in calendar years 2015, 2016, and 2017, as requested by OC Waste & Recycling and further described in this scope of services for up to twenty-two (22) landfill sites, including:

**Subtask 2A: three (3) mandatory landfill sites (FRB, Olinda, and Prima); and**

**Subtask 2B: up to nineteen (19) optional landfill sites.**

OC Waste & Recycling requires 100-scale, 2-ft. contour interval, digital topographic mapping, color aerial photography, and the corrected digital color images (orthophotos). The topographical maps are required to satisfy regulatory requirements for topographical information for design, and to determine

**Attachment A**

remaining landfill capacities. The scope of services shall consist of furnishing all photogrammetric mapping necessary for the project sites under the preliminary specifications described herein. The work shall include, but not be limited to, planning, development of flight plans, aerial photography, aero triangulation, digital map compilation, drafting, surveying and reproductions for any of the mandatory and optional landfill sites specified.

**Preliminary Specifications**

Each year, the specifications for mapping shall be discussed between the A-E's mapping contractor and OC Waste & Recycling. The final specifications shall be determined by OC Waste & Recycling. In general, the preliminary specifications shall be as follows:

Preliminary specifications for Orthophoto work for 2015, 2016 and 2017

Site Name	Flying Height (ft)	Resolution of Enlargement	Pixel Size (ft)
Olinda Alpha (approx. 20"x 24")	9,817	240	1.00
Olinda Alpha (approx. 40"x 40")	9,817	475	1.00
La Veta/Yorba	3,584	320	0.50
Villa Park	3,095	350	0.40
Cerro Villa	3,664	240	0.50
Frank R. Bowerman (approx. 20"x 24")	11,075	375	2.00
Frank R. Bowerman (approx. 40"x 40")	9,817	750	1.00
Cannery Street	1,867	500	0.25
Gothard Street	2,200	365	0.40
Silverado Canyon	3,578	235	1.00
Santiago Canyon	11,058	362	2.00
Prima Deshecha (approx. 20"x 24")	12,240	335	2.00
Prima Deshecha (approx. 40"x 40")	12,240	450	2.00
Del Obispo	1,743	220	0.25
Coyote Canyon	9,834	353	1.50
Forster Canyon	4,453	525	0.40
San Joaquin	6,097	375	0.40
Lane Road	5,992	250	1.00
Newport Avenue	TBD		
La Habra	TBD		
San Joaquin	TBD		
Longston Pit	TBD		
Reeve Pit	TBD		
Stanton	TBD		
Canal Street	TBD		
Sparkes-Rains	2,153	440	0.25

## Attachment A

### 1) Field Surveys and Pre-marking

The 2015, 2016, and 2017 photogrammetry ground control survey and pre-marking are required for the three mandatory landfills and selected optional sites. The A-E shall identify and provide to OC Waste & Recycling staff the number and location of horizontal and vertical aerial ground controls based on the landfill limits to be mapped. The task to set all the ground control points to be mapped shall be performed by OC Waste & Recycling. The pre-marked aerial targets shall be constructed by OC Waste & Recycling using durable material or painted where appropriate, and shall be configured in an "X," having 3' legs, or an overall dimension of 6' and one-foot wide for a 100-scale map.

### 2) Photo Mission and Aerial Mapping

#### a) Flight Height and Photographic Scale

The nominal photography scale to be used for mapping shall be between 1" = 500' and 1" = 600'.

The flight height above average terrain shall be 3000' to 3600' for 100-scale mapping. Flight heights above average terrain shall not exceed six times the relief range for the flight line. Any deviation in the flight from these specifications must be approved in advance by OC Waste & Recycling.

#### b) Flight Tolerances

Flight tolerances shall be as follows:

Coverage - Mapping limits and the control for the flight shall fall within the central seven inches of the photography.

Forward Overlap - Forward overlap shall not exceed 65% or be less than 55% and shall average 60%.

Crab - Crabbing measured from the line of the flight through the principal points shall not exceed 5 degrees between any two consecutive photographs and shall not average more than 3 degrees for any single-flight line.

Tilt - Tilt defined as the departure of the optical axis of the camera from a plumb line shall not exceed 3 degrees on a single photograph and shall not average more than one degree for a single flight line. Relative tilt between two successive exposures shall not exceed 4 degrees.

Time of Photography - Photography shall be taken between September 15 and October 15 of each year, when the ground is not obscured by haze, smoke, dust, clouds or shadows, or snow. Photography shall be taken only when the sun angle is greater than 30 degrees above the horizon, and between the hours of 10:30 a.m. and 2:00 p.m.

## Attachment A

### 3) Aero Triangulation

- a) Image Residuals
- b) The standard deviation of "unit-weight" shall not exceed +/- 12 microns.
- c) Horizontal Control Residuals
- d) The root-mean-square-error of xy vector shall not exceed +/- 0.085 foot and no single point shall deviate more than 0.36 feet.
- e) Vertical Control Residuals
- f) The root-mean-square-error of z shall not exceed +/- 0.15 foot and no single point shall deviate more than 0.36 feet.
- g) Residual Listings
- h) A compiled listing of resultant residuals for the final aero triangulation shall be furnished.

### 4) Aerial Photography

- a) Cameras

Aerial photography shall be taken with one of the following types of cameras or equivalent, and must be fitted with FMC correction:

- 1. Wild RC-20 or RC-30 with a 6-inch Aviogon lens
- 2. Zeiss RMK 15/23 with a Pleogon lens
- 3. Zeiss LMK 15/2323 with a Pleogon lens

- b) Camera Calibration

A calibration test shall be conducted and a report shall be provided for the camera used upon request by OC Waste & Recycling. The report shall be prepared by the United States Geological Survey or the camera manufacturer within the last two years.

### 5) Map Compilation

- a) Mapping Limits  
Mapping limits shall be marked on one set of the contact prints or previous mapping exhibit by OC Waste & Recycling.
- b) Contour Interval  
The contour intervals shall be two (2) feet for 100-scale mapping area.
- c) Map Contents  
Map content, symbols, grid system, title block, and editing style shall conform to the standard set by OC Waste & Recycling.
- d) Stereo-Plotters

## Attachment A

Only analytical photogrammetric plotters shall be used for map compilation.

### 6) Map Accuracy

a) Map Grids

The position of all grid ticks and all monuments shall not vary more than 0.01 inch from their coordinate position.

b) Planimetry

At least 90% of all well-defined planimetric features shall be within 0.025 inches of their true position, and all shall be within 0.050 inches of their true ground position, as determined on the map.

### 7) Contours and Spot Elevations

At least 90% of all contours shall be within one-half ( $\frac{1}{2}$ ) contour interval of true elevation, and all contours shall be within one contour interval of true elevation, except as follows:

- a) In densely wooded areas where the ground is obscured by dense brush or tree cover, contours shall be plotted as accurately as possible while making maximum use of spot elevations obtained from the stereoscopic model in places where spot elevations can be obtained photogrammetrically. At least 90% of all such contours shall be within one contour interval or one half the average height of the ground cover, whichever is greater, of true elevation. All contours shall be within two contour intervals or the average height of the ground cover; whichever is the greater, of true elevation. Contours in such areas shall be shown with dashed lines.
- b) Orchards, vineyards, and other areas devoted to crops shall be considered as open areas and are therefore not subject to larger tolerances in vertical accuracy.
- c) Contours shall reflect the crown or cross slope of all paved areas including paved ditches and the accuracy tolerance allowed for contours shall not affect this requirement.

**Note:** For areas not obscured by grass, weeds, or brush, at least 90% of all spot elevations shall be within 0.25 contour interval of true elevation and all shall be within 0.50 contour interval of true elevation. All spot elevations must be a point block with elevations.

Any contour, which can be brought within the specific vertical tolerance by shifting its position 0.025 inch, shall be accepted as correctly compiled. When there is any question as to the planimetry, topography, or any other feature of the map, it shall be the A-E's responsibility to perform such field edits as are necessary to correctly map what is on the ground.

### 8) Digital File Format

The A-E shall use AutoCAD layering specified by OC Waste & Recycling as shown below. The information below shows the layer identification name, the assigned layer color, the specified line type, and the layer description to be implemented and adhered to for all photogrammetric and topographic digital files. No other layers shall be permitted.

Attachment A

*OC Waste & Recycling Standard Layers -Drainage System*

<u>Layer</u>	<u>Color</u>	<u>Line Type</u>	<u>Description</u>
EX-DS-CH	8	DASHEDX2	Existing Drainage System Channel
EX-DS-CU	8	DASHED	Existing Drainage System Culvert
EX-DS-PI	15	PHANTOM	Existing Drainage System Pipe
EX-DS-STR	8	CONTINUOUS	Existing Drainage System Structures
EX-DS-TX	6	CONTINUOUS	Existing Drainage System Text
EX-DS-VD	8	PHANTOM2	Existing Drainage System V-Ditch

*OC Waste & Recycling Standard Layers –Gas Utilities*

<u>Layer</u>	<u>Color</u>	<u>Line Type</u>	<u>Description</u>
EX-GS-CV	8	CONTINUOUS	Existing Gas Utilities Control Valve
EX-GS-EL	8	CONTINUOUS	Existing Gas Utilities Electrical
EX-GS-HC	15	DASHDOT2	Existing Gas Utilities Horiz. Collector
EX-GS-HL	15	DASHDOT2	Existing Gas Utilities Header Line
EX-GS-IN	8	CONTINUOUS	Existing Gas Utilities Inlet
EX-GS-ME	8	CONTINUOUS	Existing Gas Utilities Mechanical
EX-GS-PB	8	CONTINUOUS	Existing Gas Utilities Probes
ES-GS-TK	8	CONTINUOUS	Existing Gas Utilities Tank
ES-GS-TX	6	CONTINUOUS	Existing Gas Utilities Text
ES-GS-VW	8	CONTINUOUS	Existing Gas Utilities Vertical Wells

*OC Waste & Recycling Standard Layers –Ground Water*

<u>Layer</u>	<u>Color</u>	<u>Line Type</u>	<u>Description</u>
EX-GW-CO	8	CONTINUOUS	Existing Ground Water Cleanout
EX-GW-LA	15	CONTINUOUS	Existing Ground Water Lateral
EX-GW-MW	8	CONTINUOUS	Existing Ground Water Monitoring Well
EX-GW-STR	8	CONTINUOUS	Existing Ground Water Structures
EX-GW-TK	8	CONTINUOUS	Existing Ground Water Tank
EX-GW-TL	15	CONTINUOUS	Existing Ground Water Trunk Line
EX-GW-TX	6	CONTINUOUS	Existing Ground Water Text

*OC Waste & Recycling Standard Layers –Leachate*

<u>Layer</u>	<u>Color</u>	<u>Line Type</u>	<u>Description</u>
EX-LS-CO	8	CONTINUOUS	Existing Leachate Cleanout
EX-LS-LA	15	CONTINUOUS	Existing Leachate Lateral
EX-LS-MW	8	CONTINUOUS	Existing Leachate Monitoring Well
EX-LS-SD	15	DIVIDE2	Existing Leachate Subdrain
EX-LS-STR	8	CONTINUOUS	Existing Leachate Structures
EX-LS-TD	8	DOT2	Existing Leachate Toe Drain
EX-LS-TK	8	CONTINUOUS	Existing Leachate Tank
EX-LS-TL	15	CONTINUOUS	Existing Leachate Trunk Line
EX-LS-TX	6	CONTINUOUS	Existing Leachate Text

Attachment A

*OC Waste & Recycling Standard Layers –Miscellaneous*

<u>Layer</u>	<u>Color</u>	<u>Line Type</u>	<u>Description</u>
MS-SH-BR	13	CONTINUOUS	Miscellaneous Sheet Border
MS-SH-CE	6	DASHED	Miscellaneous Sheet Cutting Edge
MS-SH-DE	7	CONTINUOUS	Miscellaneous Sheet Details
MS-SH-DM	4	CONTINUOUS	Miscellaneous Sheet Dimensions
MS-SH-NT	7	CONTINUOUS	Miscellaneous Sheet Notes
MS-SH-RV	7	CONTINUOUS	Miscellaneous Sheet Revisions
MS-SH-TB	12	CONTINUOUS	Miscellaneous Sheet Title Block

*OC Waste & Recycling Standard Layers –Roadway*

<u>Layer</u>	<u>Color</u>	<u>Line Type</u>	<u>Description</u>
EX-RD-DR	8	DASHED2	Existing Roadway Dirt
EX-RD-EP	8	CONTINUOUS	Existing Roadway Edge of Pavement
EX-RD-GVL	174	DASHED	Existing Roadway Edge of Gravel
EX-RD-TX	6	CONTINUOUS	Existing Roadway Text

*OC Waste & Recycling Standard Layers –Topography*

<u>Layer</u>	<u>Color</u>	<u>Line Type</u>	<u>Description</u>
EX-TP-AS	6	HIDDENX2	Existing Topography Asphalt Surface
EX-TP-BD	4	CONTINUOUS	Existing Topography Building
EX-TP-BS	10	CONTINUOUS	Existing Topography Brush
EX-TP-CP	7	CONTINUOUS	Existing Topography Control Point
EX-TP-CS	8	HIDDEN2	Existing Topography Concrete Surface
EX-TP-DP	91	CONTINUOUS	Existing Topography Depression Marks
EX-TP-DR	6	HIDDEN	Existing Topography Dirt
EX-TP-DS	174	CONTINUOUS	Existing Topography Drainage
EX-TP-FL	4	DIVIDE	Existing Topography Flow Line
EX-TP-FN	1	CONTINUOUS	Existing Topography Fence
EX-TP-GD	1	CONTINUOUS	Existing Topography Grid
EX-TP-LG	5	CONTINUOUS	Existing Topography Legend
EX-TP-IDX	21	CONTINUOUS	Existing Topography Index Contour
EX-TP-INT	121	CONTINUOUS	Existing Topography Interim Contour
EX-TP-MP	7	CONTINUOUS	Existing Topography Monument Points
EX-TP-MS	141	CONTINUOUS	Existing Topography Miscellaneous
EX-TP-PL	170	PHANTOM2	Existing Topography Property Line
EX-TP-PP	1	CONTINUOUS	Existing Topography Power Pole
EX-TP-PR	4	CONTINUOUS	Existing Topography Paved Road
EX-TP-SE	7	CONTINUOUS	Existing Topography Spot Elevations
EX-TP-TP	11	HIDDEN2	Existing Topography Top of Slope
EX-TP-TR	91	CONTINUOUS	Existing Topography Tree
EX-TP-TS	11	HIDDEN2	Existing Topography Toe of Slope
EX-TP-TT	6	CONTINUOUS	Existing Topography Trans. Tower/Line
EX-TP-TX	7	CONTINUOUS	Existing Topography Text
EX-TP-WA	11	CONTINUOUS	Existing Topography Wall



**Attachment A**

*OC Waste & Recycling Standard Layers –Water System*

<u>Layer</u>	<u>Color</u>	<u>Line Type</u>	<u>Description</u>
EX-WS-FM	15	CONTINUOUS	Existing Water System Force Main
EX-WS-PI	8	PHANTOM	Existing Water System Pipe
EX-WS-STR	8	CONTINUOUS	Existing Water System Structures
EX-WS-TK	8	CONTINUOUS	Existing Water System Tank
EX-WS-TX	6	CONTINUOUS	Existing Water System Text

Submit a file for use with AutoCAD Civil 3D 2013 or as specified by OC Waste & Recycling the following format:

<b>PD_14_TP.DWG</b>	2014 Prima Final Topo Map
<b>PD_14_TP_Prelim.DWG</b>	2014 Prima Preliminary Topo Map
<b>OA_14.TIFF</b> - TIFF Image	
<b>OA_14.TFW</b> - TIFF Image	
<b>SC_14.JPEG</b> - JPEG Image	
<b>CS_14.JFW</b> - JPEG Image	

**FILING SYSTEM FOR DIGITAL FILES:**

NA	Newport Avenue Landfill (#1)
LV	La Veta/Yorba Landfill (#2/12)
DO	Del Obispo Landfill (#3)
CNL	Canal Street Landfill (#4)
CV	Cerro Villa Landfill (#7)
ST	Stanton Landfill (#8)
GS	Gothard Street Landfill (#10)
LH	La Habra Landfill (#11)
SJ	San Joaquin Landfill (#13)
LP	Longsdon Pit Landfill (#15)
CNY	Cannery Street Landfill (#16)
FC	Forster Canyon Landfill (#17)
SP	Sparkes Pit Landfill (#18)
RP	Reeves Pit Landfill (#19)
LR	Lane Road Landfill (#21)
VP	Villa Park Landfill (#22)
OA	Olinda Alpha Landfill (#20/23)
CC	Coyote Canyon Landfill (#24)
SC	Santiago Canyon Landfill (#25)
PD	Prima Deshecha Landfill (#26)
FRB	FRB Landfill (#27)
SS	Santiago Silverado

**9) Quality Control**

The A-E shall develop, implement, and maintain quality control procedures during the preparation for photography, mapping, and digital information related to the project. This shall be developed and submitted to OC Waste & Recycling for approval, upon request.

## Attachment A

### 10) Deliverables

- a) The A-E shall provide detailed flight plans as needed to OC Waste & Recycling for review and comments.
- b) After the photo mission, two sets of contact prints of the aerial photographs shall be provided to OC Waste & Recycling, including negatives.
- c) The aerial photographs shall exhibit true and accurate color, hue, and saturation. Contrast shall be adequate without under or over exposure and shall be free from fading.
- d) Upon successful completion of the aerial triangulation calculations; digital compilation shall be performed to encompass the project limits. Subsequently, the A-E shall deliver the final mapping in digital format in AutoCAD 2013 (AutoCAD version to be confirmed each year) drawing (.DWG) format.
- e) The A-E shall produce one set of final draft topographic maps on MYLAR with two-foot contour intervals for the complete project area oriented to a single sheet format. When necessary, intermediate contours may be omitted in order to improve visual quality. The entire text on final active site drawings plotted at scale 1" = 300' and on final closed sites at scale 1" = 100' shall be entirely legible.
- f) The digital mapping shall be placed on CD-ROM utilizing a .DWG file format for use in AutoCAD Civil3D 2013 (or higher version).
- g) Contour data to be supplemented by spot elevation data in all flat areas.
- h) Upon review and approval of the aerial photography by OC Waste & Recycling, the A-E shall proceed with the Aerial Triangulation.
- i) The A-E shall submit, if needed, an Aerial Triangulation report and sheet layout to OC Waste & Recycling for approval.
- j) Upon receipt of approval from OC Waste & Recycling, the A-E shall start compilation by collecting data from stereo models, and digital data parameters shall be set-up in accordance with the OC Waste & Recycling library.
- k) The first sheet and digital data shall be submitted as a draft for pre-approval by OC Waste & Recycling before the A-E proceeds any further.
- l) Place depression contours accordingly onto index and intermediate contour layer; and leave depression marks on depression layer.
- m) Provide consistent symbols on map and in legend (scale).
- n) Provide consistent labeling scale (contour labels much larger than spot elevations).
- o) All below mentioned topographic objects should be on a separate layer. Please refer to OC Waste & Recycling Standard Layers Listing.
- p) Provide consistent boundary symbol on map and in legend.

## Attachment A

- q) Use different symbols for treeline and brushline.
- r) Use different symbols for water wells, gas probes, and lysimeters.
- s) Show all downdrains and gas lines.
- t) Label all shown downdrains and gas lines.
- u) Show and label all monitoring wells.
- v) Show guardrail symbol.
- w) Provide description of all shown objects including:
  - Landfill gas condensate pumping station
  - Landfill gas flare station
  - Landfill gas header pipes
  - Perimeter monitoring probes
  - Groundwater monitoring wells
  - Leachate collection and recovery system (LCRS) pumping station
  - Leachate sump
  - Landfill gas condensate storage tank
  - Groundwater and leachate storage tanks
  - Groundwater pumping station
  - Toe drains
- x) One vertical color spot shot to cover entire landfill (typically min 500' or max 1000' beyond landfill property). Show property line.
- y) The A-E shall submit to OC Waste & Recycling Digital Aerial Orthophoto (a geo-referenced vertical-shot) of all active and closed landfills as listed on the Fee Schedule, in TIF/TFW and JPG/JGW file formats.
- z) Digital orthophoto must be in NAD83 Datum, State Plane Zone 6, U.S. Survey feet to be usable.

**Note:**

A scanning rate of 15 microns yields a file size of 690 MB.

A scanning rate of 20 microns yields a file size of 390 MB.

### **11) Deliverable Schedule** (for calendar years 2015, 2016, and 2017)

The A-E shall agree to the following established time frame deliverable schedule. Prior to releasing a copy of topographic maps and photographs to a third party, A-E shall obtain approval from OC Waste & Recycling in writing.

- a) Aerial Targets – The A-E shall inform OC Waste & Recycling of the required number of ground control survey markings and locations by August 31 each year. OC Waste & Recycling shall set the ground controls survey marking for all sites by September 15 each year.

## Attachment A

- b) Photography shall be performed between September 15 and October 15 each year when the ground is not obscured by haze, smoke, dust, clouds or shadows, or snow. Photography shall be performed only when the sun angle is greater than 30 degrees above the horizon, and between the hours of 10:30 a.m. to 2:00 p.m.
- c) Preliminary topographies for the 3 mandatory landfills (FRB, Olinda, and Prima) (and optional sites Coyote Canyon and Santiago Canyon, if requested) shall be delivered to OC Waste & Recycling for review and comment by November 5 each year.
- d) Preliminary topographies for all other optional sites shall be delivered to OC Waste & Recycling for review and comment by December 20 each year.
- e) Digital orthophotos for all requested sites shall be delivered to OC Waste & Recycling by November 12 each year.
- f) Final Topographies for the 3 mandatory landfills (and optional sites Coyote Canyon and Santiago Canyon, if requested) shall be delivered to OC Waste & Recycling by December 1 each year.
- g) Final Topographies for all other requested sites shall be delivered to OC Waste & Recycling by January 31 each year.
- h) All enlargements of each site at a size of 20" x 24" and 40" x 40" (if applicable) and mounted on ¼" gatorboard foam shall be delivered to OC Waste & Recycling by November 12 each year. Each enlargement shall have a label on the back with the following information: A-E Information, Site Name, Photography Date, and Approx. Scale.
- i) Vertical photography shall be obtained during the photo mission. The flight crew shall obtain a minimum of one (1) exposure for each site looking North. The color photography shall be presented to OC Waste & Recycling in a 9-inch format for review.
- j) A list of sites requiring topographic map preparation, number and sizes of mounted photographs and digital orthophotos shall be provided by OC Waste & Recycling in August of each year.

### **Cost Estimates**

The A-E shall provide the cost proposal to perform digital aerial photogrammetric services as described above in calendar years 2015, 2016, and 2017 for Task 2 (Subtasks 2A and 2B). The County shall issue a task order after approving the cost proposal. No work shall be performed without the task order.

### **TASK 3: FLARE SOURCE TESTING**

#### **Scope of Services**

OC Waste & Recycling operates a number of flares as a means to effectively combust landfill gas collected through a series of extraction wells and associated piping. For purposes of this scope of services, the flare source testing services shall cover the flares at Santiago (Subtask 3A), Villa Park (Subtask 3B), and Prima (Subtask 3C). The Villa Park flare and one of the three Santiago flares have to

## Attachment A

be tested every year, whereas the Prima flare has to be tested every 4,000 hours of operation or once every three years, whichever occurs first.

**Subtask 3A: three (3) annual flare testing events at Santiago in calendar years 2015, 2016, and 2017;**

**Subtask 3B: three (3) annual flare testing events at Villa Park in calendar years 2015, 2016, and 2017;**

**Subtask 3C: two (2) flare testing events at Prima (to be scheduled as needed based on flare usage).**

The flare testing shall be performed at the three subject landfills, as requested by the OC Waste & Recycling, in accordance with South Coast Air Quality Management District (SCAQMD) Rule 1150.1 to comply with each landfill site's current Permit to Construct/Operate (PTC/PTO). The flare testing program may be conducted by a subconsultant who shall be responsible for inspecting and tuning the flares; the actual source test shall be conducted by an SCAQMD-approved flare testing subcontractor, as follows:

- 1) The A-E or subconsultant shall visually inspect the flare (pre-test inspection) approximately 6 weeks prior to the test date, and shall provide inspection recommendations via e-mail to OC Waste & Recycling (inspection photos and a list of maintenance, tune-up, and repair needs) approximately 4 weeks prior to the test date. These recommendations shall be carried-out by OC Waste & Recycling and the landfill gas flare operator(s), who shall be present on-site during the pre-test flare inspection and the subsequent flare tune-up/testing.
- 2) Following completion of maintenance and repairs by OC Waste & Recycling and the flare operator(s), the A-E or subconsultant shall be responsible for tuning the flare to comply with the flare permit conditions and for optimum flare performance, in coordination with the flare operator(s) and SCAQMD approved flare testing subcontractor. The pre-test tuning shall be performed the day before the actual source test to ensure the flare shall meet the permit conditions and emissions requirements during the official test. Flare test sampling and laboratory testing shall be performed and coordinated by the flare testing subcontractor in accordance with each site's current PTC/PTO.
- 3) Approximately 4 weeks following the flare tune-up testing, the flare testing subcontractor shall prepare and submit via e-mail, for review, an electronic draft flare test report for each of the three subject landfills. Within a week, review comments shall be returned to the flare testing subcontractor, who shall address/incorporate the review comments and submit via e-mail the electronic final flare test report, plus two (2) hardcopy final reports, to OC Waste & Recycling in accordance with the preliminary schedule included below.

Attachment A

**Schedule**

Below is a preliminary schedule to perform the scope of services described above for Task 3 at Santiago (Subtask 3A), Villa Park (Subtask 3B), and Prima (Subtask 3C).

<b>PRELIMINARY SCHEDULE FLARE TESTING FOR CALENDAR YEARS 2015, 2016, AND 2017</b>				
Activity	Estimated Duration (each site)	Santiago Canyon (Subtask 3A) Annual Testing	Villa Park (Subtask 3B) Annual Testing	Prima Deshecha (Subtask 3C) As-Needed Testing
Flare Inspection	½ day	Week of June 22, 2015, 2016, & 2017	Week of June 22, 2015, 2016, & 2017	November 30, 2014 & 2016
Inspection Recommendations	1 week	By June 29, 2015, 2016, & 2017	By June 29, 2015, 2016, & 2017	By December 7, 2014 & 2016
Repairs (by others)	4 weeks	By July 27, 2015, 2016, & 2017	By July 27, 2015, 2016, & 2017	By January 3, 2015 & 2017
Pre-Test Flare Tuning	1 day	Week of July 27, 2015, 2016, & 2017	Week of July 27, 2015, 2016, & 2017	Week of January 3, 2015 & 2017
Flare Test	1-2 days	Week of July 27, 2015, 2016, & 2017	Week of July 27, 2015, 2016, & 2017	Week of January 3, 2015 & 2017
Draft Report Preparation	1 month	By August 31, 2015, 2016, & 2017	By August 31, 2015, 2016, & 2017	By February 7, 2015 & 2017
Draft Report Review	1 week	By September 7, 2015, 2016, & 2017	By September 7, 2015, 2016, & 2017	By February 7, 2015 & 2017
Final Report Preparation	1 week	By September 14, 2015, 2016, & 2017	By September 14, 2015, 2016, & 2017	By February 7, 2015 & 2017

**Note:** Annual flare testing at Santiago and Villa Park is required in general accordance with this preliminary schedule.

Flare testing at Prima is optional (depending on flare usage). If required, the preliminary flare testing schedule may be modified during the term of this contract.

**Cost Estimate**

The A-E shall perform the scope of services as described above for Task 3 (Subtask 3A for Santiago, Subtask 3B for Villa Park, and Subtask 3C for Prima) in calendar years 2015, 2016, and 2017 on a lump sum basis.

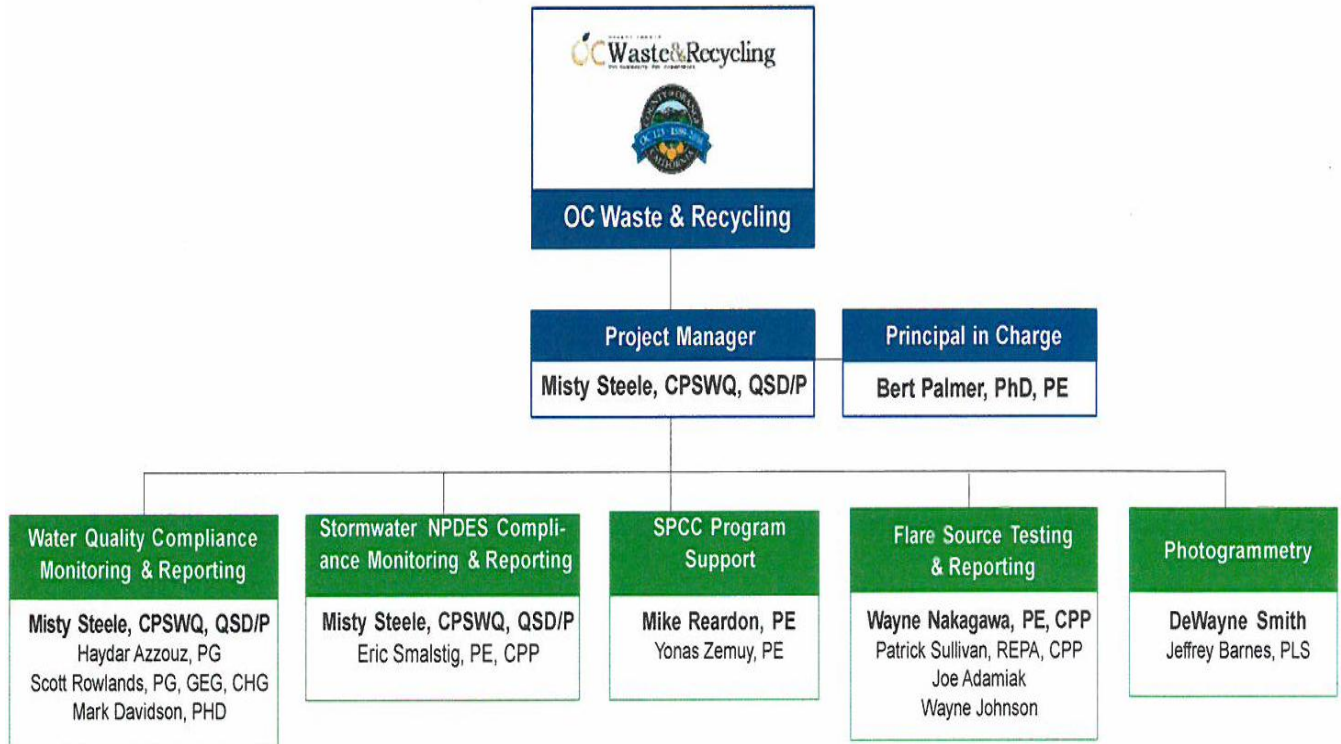
The lump sum unit rate is based on the following assumptions:

- The current PTC/PTO shall remain unchanged during the term of this contract, and no additional sampling, monitoring, and laboratory testing shall be required;
- No additional mobilization/demobilization or stand-by time outside the control of the A-E, subconsultant, and subcontractor shall be incurred;
- Draft and final report deliverables shall be e-mailed or delivered in electronic (pdf) format or CD (2 hardcopy prints for each final report).

Attachment A

**EXHIBIT B  
KEY PERSONNEL**

(Organization chart)



Attachment A  
EXHIBIT C  
SCHEDULE OF FEES  
GEOSYNTEC CONSULTANTS

Standard Rates for T&M Tasks

(Effective December 1, 2014 through November 30, 2017)

<b><u>Engineer/Scientist</u></b> <sup>(1)</sup>	<b><u>Hourly Rate</u></b>
Staff Professional	\$115.15
Senior Staff Professional	\$132.87
Professional	\$149.43
Project Professional	\$170.93
Project Manager	\$181.36
Senior Professional	\$203.18
Associate	\$213.93
Principal/Technical Expert	\$219.30
<b><u>Field Services</u></b> <sup>(1)</sup>	
Technician	\$ 70.86
Senior Technician	\$ 79.72
Field Manager	\$ 90.79
Site Manager	\$109.65
<b><u>Design and Graphical Services</u></b> <sup>(1)</sup>	
Designer	\$121.80
Senior CADD/GIS Operator	\$107.40
CADD/GIS Operator	\$ 90.79
Technical Word Processor	\$ 70.86

**Subconsultants/Subcontractors**

Team Subconsultants At Cost

Non-Team Subconsultants/Subcontractors (e.g. driller, laboratory) Cost plus 10%

**Project Expenses**

Notes: (1) Labor Rates on this page are Geosyntec standard rates for T&M tasks.



Attachment A

**EXHIBIT C  
SCHEDULE OF FEES**

**SCS ENGINEERS**

(Effective December 1, 2014 through November 30, 2017)

	<b>Rate/Hour</b>
Principal .....	\$215
Project Director .....	214
Senior Project/Technical Manager.....	200
Project Manager .....	178
Certified Industrial Hygienist .....	178
Assistant Project Manager .....	162
Senior Project Professional .....	146
Project Professional .....	123
Construction Superintendent.....	141
Staff Professional .....	103
Project Administrator.....	103
Senior Engineering Technician.....	86
Designer/Drafter .....	86
Administrative/Secretarial .....	70
Technician .....	72

Attachment A

**EXHIBIT C  
 SCHEDULE OF FEES**



**HOURLY RATES (\$)**

<b>LEVEL</b>	<b>REGULATORY</b>	<b>SOURCE TESTING</b>
Principal/Expert Witness	180	180
Technical Director, VP	155	155
Senior Program Manager	145	145
Program Manager	140	140
Senior Project Manager	135	130
Project Manager	125	110
Senior Scientist/Engineer	115	-
Staff Scientist/Engineer	90	-
Senior Technician *	-	90
Technician*	-	70
Word Processor/Clerical	60	60

\*Base Rate/Overtime Rate billed on all weekend labor hours and weekday (M-F) labor hours greater than 10 hours in a day.

**OTHER CHARGES**

<b>TYPE</b>	<b>REGULATORY</b>	<b>SOURCE TESTING</b>
Mobile Laboratory (Test Van)	-	CEMS - \$1,020/day, THC - \$25/hour, Truck - \$100/day
Direct Expenses	Cost + 12% Refer	Cost + 10%
Per Diem (In California)	to Proposal	\$195/person
Per Diem (Outside California)	Refer to Proposal	Refer to Proposal

Attachment A

**EXHIBIT C  
SCHEDULE OF FEES**

**APS, INC.**

**Hourly Billing Rate Schedule  
Effective December 1, 2014**

<b><u>POSITION</u></b>	<b><u>RATE</u></b>
Principal Photogrammetrist	\$127.00
Principal Surveyor	\$146.00
General Manager	\$146.00
Project Manager	\$146.00
2-Person Survey Crew	\$244.00
3-Person Survey Crew	\$301.00
Analytical Stereoplotter Operator	\$127.00
Senior Workstation Editor	\$105.00
Workstation Editor	\$80.00
Draftsperson	\$65.00
Project Accounting	\$61.00

**Attachment A**  
**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.

=====

**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.**

**Attachment A**  
**EXHIBIT E**  
**REGULATORY COMPLIANCE REQUIREMENTS**

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

## Attachment A

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%.

## Attachment A

### 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 will 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.

## Attachment A

- 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-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.



## Attachment A

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

