

CONTRACT

THIS CONTRACT, hereinafter referred to as “CONTRACT” for purposes of identification hereby numbered MA-299-20010542, and dated _____ day of _____, 20_____ is

BY AND BETWEEN

County of Orange, a political subdivision of the State of California, hereinafter referred to as “COUNTY”

AND

Geosyntec Consultants, Inc., a Florida Corporation, hereinafter referred to as “A-E”,

which are sometimes individually referred to as “PARTY” or collectively referred to as “PARTIES”.

RECITALS

WHEREAS, COUNTY requires professional services to accomplish projects and/or services (“PROJECTS/SERVICES”) as described in MA-299-20010542 Scope of Work for Landfill Regulatory Support Services, hereinafter referred to as “Attachment A,” attached hereto and incorporated herein by reference; and

WHEREAS, A-E is a firm whose principals are, as required by law, registered by the State of California for the practice of specialized A-E services per the attached Scope of Work.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. GENERAL

1.1. Retainer

1.1.1. COUNTY does hereby retain A-E to perform the PROJECTS/SERVICES as required by this CONTRACT.

1.1.2. A-E has offered, and COUNTY has accepted, the professional services of **Misty Steele, CPSWQ, IGP, ToR, QSD/P. Principal** and A-E shall assign him/her to the PROJECTS/ SERVICES.

1.1.3. A-E may employ special consultants/contractors for the accomplishment of the PROJECTS/SERVICES specified; and only the firms or independent consultants/contractors identified in Attachment C may be employed by A-E to provide these PROJECTS/SERVICES.

1.1.4. Consultants/contractors may be substituted and/or added by mutual agreement of A-E and the Director, County of Orange, OC Waste & Recycling or his designee, hereinafter referred to as “DIRECTOR”.

1.1.5. A-E's employment of independent consultants/contractors shall not relieve A-E from the performance of its own responsibilities pursuant to this CONTRACT. However, all consultants/contractors independently contracting with COUNTY shall be independently liable to COUNTY for the performance of the work pursuant to their agreements, and A-E shall have no liability for work by contractors independently contracting with COUNTY.

1.2. Projects/Services

1.2.1. Description of PROJECTS/SERVICES

- a. PROJECT/SERVICES to be performed by A-E shall consist of the work as specified herein and as required in Attachment A. If in the event Attachment A shall be in conflict with any provision of this CONTRACT, the wording as set forth in Attachment A shall prevail.
- b. A-E shall be responsible for submitting all PROJECTS/SERVICES to COUNTY in a form which has been thoroughly reviewed and checked for completeness, accuracy and consistency by the registered professional named in Section 1.1.2 herein; and, any PROJECTS/SERVICES not meeting this requirement will be returned to A-E prior to review by COUNTY.

1.2.2. Design Criteria and Standards

All PROJECTS/SERVICES shall be performed in accordance with instructions, criteria and standards set forth by the DIRECTOR.

1.2.3. Scheduling (*subject to change per scope of work specifications and/or contract tasks*)

- a. Concurrently with the work of the CONTRACT, A-E shall prepare a progress work schedule and within five (5) working days from the date of receipt of individual assignments from COUNTY, A-E shall submit to COUNTY two (2) copies of a progress work schedule which shall delineate dates of commencement and completion of the various phases of PROJECTS/SERVICES assignments. A-E schedule shall include required COUNTY review period(s) set forth herein. An approved copy of the progress schedule will be returned to A-E.
- b. A-E shall allow at least five (5) working days for COUNTY review of progress work schedule. In planning work A-E should anticipate and allow ten (10) working days for COUNTY review of each submittal required in Attachment A.
- c. A-E shall meet on an as-needed basis as determined by COUNTY or at least once every four (4) weeks with COUNTY to review progress of work, adherence to progress schedule, coordination of work, scheduling of seminars, if needed, and to resolve any problems that may develop.
- d. Within five (5) working days of each meeting, A-E shall prepare a brief memorandum summarizing the results of the meeting and shall submit it to COUNTY for concurrence.
- e. A-E shall complete all the work of PROJECTS/SERVICES and obtain all approvals by the COUNTY within the time frame indicated in Attachment A except A-E shall not be responsible for any delay beyond the control of A-E.
- f. In the event A-E fails to complete the work and obtain the approval of DIRECTOR in the time allowed, COUNTY shall have the option of completing the work by its own forces or by contract with another firm. The time allowed for A-E to complete the PROJECTS/SERVICES pursuant to this CONTRACT shall be extended for delay caused by COUNTY in completing its work pursuant to this CONTRACT which delay exceeds the agreed COUNTY review and/or approval time periods.

1.3. Assistance by COUNTY STAFF

- 1.3.1. COUNTY shall assign an appropriate staff member to work with A-E in connection with the work of this CONTRACT. Said staff member's duties will consist of the giving of advice and

consultations, assisting A-E in negotiations with other public agencies and private parties, miscellaneous items which in the judgment of A-E or COUNTY's staff warrant attention, and all other duties as may be described in Attachment A.

- 1.3.2.** All of the above activities, however, shall be the primary responsibility of A-E to schedule, initiate and carry through to completion.

1.4. Term and Maximum Compensation

- 1.4.1.** The term of this CONTRACT is for five (5) years, commencing upon Board of Supervisor approval and, unless earlier terminated as provided for herein, shall be in full force and effect until project completion, with a maximum allowable compensation of three million, two hundred fifty thousand dollars (\$3,250,000); except as permitted in Paragraph 1.5 below.

1.5. A-E Compensation and Extra Work

- 1.5.1.** For the PROJECTS/SERVICES authorized under this CONTRACT, A-E shall be compensated in accordance with the following:

- 1.5.2.** For completion and approval of all PROJECTS/SERVICES where "Extra Work" (defined as changes in approved portions of the PROJECT/SERVICES required by and ordered in writing by DIRECTOR which changes constitute a change in or departure from said approved portions of PROJECTS/SERVICES) is not authorized, compensation including reimbursables shall be described and payable as stipulated in Fee Schedule, herein after referred to as "Attachment B", attached hereto and incorporated herein by reference.

- 1.5.3.** Where extra work is authorized for PROJECTS/SERVICES:

- a. The amount for Extra Work shall be determined using Attachment B. Extra Work shall be required by and ordered in writing by DIRECTOR. If this CONTRACT is not approved by the Board of Supervisors, any change that increases the cumulative CONTRACT price beyond \$100,000 must be approved by the Board. Increases in the CONTRACT amount for services within the existing scope of work may be granted by the DIRECTOR where the amount does not exceed 25 percent of the existing CONTRACT price or \$100,000, whichever is less.
- b. A-E's billing for the Extra Work shall include but not be limited to names of A-E's staff employed in the Extra Work, classification of employees and number of hours worked.

- 1.5.4.** For partial completion of work of PROJECTS/SERVICES followed by default on part of A-E:

- a. For failure to complete and secure approval of the first required submittal, there shall be no compensation.
- b. For failure to complete and secure approval of other authorized phases, A-E shall, upon completion of PROJECTS/SERVICES by others, be entitled to receive compensation based on approved work of PROJECTS/SERVICES not to exceed the amounts specified in Attachment A for that particular submittal, plus the reasonable value as determined by COUNTY of the non-approved work; provided, however, that if the cost to COUNTY to complete the contract exceeds the amount specified herein, A-E shall be liable to COUNTY for such excess costs attributable to A-E's breach of the CONTRACT.

2. LABOR

2.1 Non-Employment of COUNTY Personnel

- 2.1.1** A-E agrees that it will neither negotiate, offer, or give employment to any full-time, regular employee of COUNTY in professional classifications of the same skills required for the performance of this CONTRACT who is involved in this Project in a participatory status during the life of this CONTRACT regardless of the assignments said employee may be given or the days or hours employee may work.
- 2.1.2** Nothing in this CONTRACT shall be deemed to make A-E, or any of A-E's employees or agents, agents or employees of the COUNTY. A-E shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work, provided that A-E is in compliance with the terms of this CONTRACT. Anything in the CONTRACT which may appear to give COUNTY 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.
- 2.2 Non-Discrimination**
- 2.2.1** In the performance of this CONTRACT, A-E agrees that it will comply with the requirements of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons.
- 2.2.2** A-E acknowledges that a violation of this provision shall subject A-E to all the penalties imposed for a violation of the California Labor Code.
- 2.3 Employee Eligibility Verification**
- 2.3.1** A-E warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens, and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. 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. A-E shall retain all such documentation for all covered employees for the period prescribed by the law.
- 2.4 Independent Contractor**
- 2.4.1** As referenced in Section 2.1.2 of this CONTRACT, A-E shall be considered an independent contractor.
- 2.4.2** Neither A-E, its employees nor anyone working under A-E shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- 2.5 Conflict of Interest Contractor Personnel**
- 2.5.1** The A-E shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the A-E; the A-E's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and PROJECTS/SERVICES hereunder.
- 2.5.2** A-E's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from: making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.

the best interests of the COUNTY.

2.6 Labor Code Notice

- 2.6.1** All A-E and subcontractors must comply with the requirements of California Labor Code 1770 et seq. if the work performed is considered a "public works" under California Labor Code 1720 et seq. A-E is encouraged to contact the California Department of Industrial Relations for clarification if the A-E is unsure if some or any of the work performed under this CONTRACT qualifies as "public works".

3. INSURANCE

- 3.1.1** Prior to the provision of services under this CONTRACT, the A-E agrees to purchase all required insurance at A-E's expense, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this CONTRACT have been complied with. A-E agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the COUNTY during the entire term of this CONTRACT. The COUNTY reserves the right to request the declarations page showing all endorsements and a certified copy of the policy. In addition, all subcontractors performing work on behalf of A-E pursuant to this CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for A-E.
- 3.1.2** A-E shall ensure that all subcontractors performing work on behalf of A-E pursuant to this CONTRACT shall be covered under A-E's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for A-E. A-E shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from A-E under this CONTRACT. It is the obligation of A-E to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by A-E through the entirety of this CONTRACT for inspection by COUNTY representative(s) at any reasonable time.
- 3.1.3** All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon review of A-E's current audited financial report. If A-E's SIR is approved, A-E, in addition to, and without limitation of, any other indemnity provision(s) in this CONTRACT, agrees to all of the following:
- a. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from A-E's, its agents, employee's or subcontractor's performance of this CONTRACT, A-E shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
 - b. A-E's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
 - c. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the A-E's SIR provision shall be interpreted as though the A-E was an insurer and the COUNTY was the insured.
- 3.1.4** 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.

A. Qualified Insurer

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

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

B. Required Coverage Forms

1. 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.
2. 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.

C. Required Endorsements

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
 - a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the **County of Orange, and its respective elected and appointed officials, officers, employees and agents** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT**.
 - b. A primary non-contributing endorsement using ISO form CG 20 01 0413, or a form at least as broad evidencing that A-E's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
2. The Pollution Liability policy shall contain the following endorsements, which shall

accompany the Certificate of Insurance:

- a. An Additional Insured endorsement naming the ***County of Orange, and its respective elected and appointed officials, officers, employees and agents*** as Additional Insureds.
 - b. A primary non-contributing endorsement evidencing that A-E's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
3. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against ***the County of Orange, and its respective elected and appointed officials, officers, employees and agents***, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN AGREEMENT***.
 4. All insurance policies required by this CONTRACT shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.
 5. A-E shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the CONTRACT, upon which the COUNTY may suspend or terminate this CONTRACT.
 6. If A-E's Professional Liability policy is a claims-made policy, A-E shall agree to maintain professional liability coverage for two (2) years following completion of CONTRACT.
 7. The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).
 8. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.
 9. If the A-E fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.
 10. 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.
 11. 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 (30) days of receipt of such notice, this CONTRACT may be in breach without further notice to A-E, and COUNTY shall be entitled to all legal remedies.
 12. 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.

4. INDEMNITY/COMPLIANCE

4.1 A-E shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, and its respective agents, officers, and employees from employer sanctions and any other liability which may be assessed against 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 CONTRACT.

4.2 All PROJECTS/SERVICES submitted by A-E shall be complete 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 PROJECTS/SERVICES, the PROJECTS/SERVICES will be returned to A-E for correction. 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 PROJECTS/SERVICES shall not be used as a defense by A-E.

4.3 Indemnification

A-E agrees to, indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY and its respective elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the A-E. If judgment is entered against A-E and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of A-E and 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 CONTRACT.

4.4 Bills and Liens

4.4.1 A-E shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. A-E shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, A-E shall promptly procure its release and, in accordance with the requirements of the indemnification paragraph above, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses arising from or related thereto.

4.5 Compliance with Laws

4.5.1 A-E represents and agrees that services to be provided under this CONTRACT 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 PROJECTS/SERVICES at the time PROJECTS/SERVICES are provided to and accepted by COUNTY.

4.5.2 A-E acknowledges that COUNTY is relying on A-E for such compliance, and pursuant to the requirements of the indemnification paragraph above, A-E agrees that it shall defend, indemnify and hold COUNTY and COUNTY INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

5. TERMINATION**5.1 Termination of Contract for Cause**

- 5.1.1** If A-E breaches any of the covenants or conditions of this CONTRACT, COUNTY shall have the right to terminate this CONTRACT upon ten (10) days written notice prior to the effective day of termination.
- 5.1.2** A-E shall have the opportunity to cure the alleged breach prior to termination.
- 5.1.3** In the event the alleged breach is not cured by A-E prior to termination, all work performed by A-E pursuant to this CONTRACT, which work has been reduced to plans or other documents, shall be made available to COUNTY.

5.2 Termination for Convenience

- 5.2.1** Notwithstanding any other provision of the CONTRACT, COUNTY may at any time, and without cause, terminate this CONTRACT in whole or in part, upon not less than ten (10) calendar 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 Work to be terminated.
- 5.2.2** 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.
- 5.2.3** COUNTY shall pay the A-E for the Work completed prior to the effective date of the termination, and such payment shall be the A-E's sole remedy under this CONTRACT.
- 5.2.4** Under no circumstances will 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.
- 5.2.5** A-E shall insert in all subcontracts that the subcontractor shall stop work on the date of and to the extent specified in a notice of termination, and shall require subcontractors to insert the same condition in any lower tier subcontracts.

5.3 Breach of Contract

- 5.3.1** The failure of the A-E to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event, in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT, the COUNTY may:
- a. afford the A-E written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
 - b. discontinue payment to the A-E for and during the period in which the A-E is in breach; and
 - c. offset those monies disallowed pursuant to the above, against any monies billed by the A-E but yet unpaid by the COUNTY.

5.4 Default

- 5.4.1** In the event any equipment or service furnished by the A-E in the performance of the

should fail to conform to the specifications therein within one (1) calendar year from the COUNTY's acceptance of the equipment or service, or any performance period specifically specified within the specifications or CONTRACT, whichever is greater, the COUNTY may reject same, and it shall become the duty of the A-E to reclaim and remove the items without expense to the COUNTY and to immediately replace all such rejected equipment or service with others conforming to such specifications, provided that should the A-E fail, neglect or refuse to do so within one hundred and twenty (120) calendar days, the COUNTY shall have the right to purchase on the open market a corresponding quantity of any such equipment or service and to deduct from any monies due or that may thereafter become due to the A-E the difference between the price specified in this CONTRACT and the actual cost to the COUNTY.

- 5.4.2** In the event the A-E shall fail to make prompt delivery as specified of any equipment or service, the same conditions as to the rights of the COUNTY to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this CONTRACT.
- 5.4.3** In the event of the cancellation of this CONTRACT, either in whole or in part, by reason of the default or breach by the A-E, any loss or damage sustained by the COUNTY in procuring any equipment or service which the A-E agreed to supply under this CONTRACT shall be borne and paid for by the A-E.
- 5.4.4** Default shall include failure to carry out any of the requirements of this CONTRACT, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the PROJECTS/SERVICES as agreed to herein, or otherwise substantially violating any provision of this CONTRACT.
- 5.4.5** Upon termination of the CONTRACT with A-E, the COUNTY may begin negotiations with a third-party A-E to provide goods and/or PROJECTS/SERVICES as specified in this CONTRACT.
- 5.4.6** The right of either party to terminate this CONTRACT hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

6. MISCELLANEOUS

6.1 Laws to be Observed

- 6.1.1** A-E is assumed to be familiar with and, at all times, shall observe and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the PROJECTS/SERVICES.

6.5 Award of Construction Contract and Other Future Contracts

- 6.4.1** 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, as an impermissible conflict of interest, the award of a contract for the construction of the project(s) on which A-E performed architectural-engineering services under this A-E CONTRACT. 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 tasks performed by A-E under this CONTRACT. This prohibition applies also to a subcontractor of or parent company of the firm that performed architectural-engineering tasks under this CONTRACT.

6.3 Amendments

- 6.3.1** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein.

binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.

6.4 Successors and Assigns

6.4.1 The terms and provisions of this CONTRACT shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

6.5 Entirety

6.5.1 This CONTRACT contains the entire agreement between the parties with respect to the matters provided for herein.

6.6 Severability

6.6.1 If any part of this CONTRACT is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this CONTRACT shall be given effect to the fullest extent reasonably possible.

6.7 Binding Obligation

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

6.8 Governing Law and Venue

6.8.1 This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure, Section 394.

6.8.2 The PARTIES specifically agree that by soliciting and entering into and performing PROJECTS/SERVICES under this CONTRACT, the A-E shall be deemed to constitute doing business within Orange County from the time of solicitation of work, through the period when all PROJECTS/SERVICES under this CONTRACT is completed, and continuing until the expiration of any applicable limitations period.

6.9 Intentionally Omitted

6.10 Ownership of Documents

6.10.1 All data, including but not limited to letters, reports, files, plans, drawings, specifications, proposals, sketches, diagrams and calculations, prepared by A-E and/or anyone acting under the supervision of A-E pursuant to this CONTRACT, shall become the property of COUNTY upon preparation by A-E and may be used by the COUNTY as it may require without additional cost to the COUNTY.

6.10.2 COUNTY shall not be limited in any way to its use thereof at any time, including the release of this data to third parties. A-E shall be held harmless for release of such data as may be prepared or created under this CONTRACT to any third party. If A-E and/or anyone acting as the

supervision of A-E should later desire to use any of the data prepared in connection with this CONTRACT, A-E shall first obtain the written approval of COUNTY.

6.11 Confidentiality

- 6.11.1** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, and all written or other information submitted to A-E in connection with the performance of this CONTRACT shall be held confidential by A-E and/or anyone acting under the supervision of A-E and shall not, without the prior written consent of COUNTY, be used for any purposes other than the performance of the PROJECTS/SERVICES described in Attachment A, nor be disclosed to any person, partnership, company, corporation or agency, not connected with the performance of the PROJECTS/SERVICES.
- 6.11.2** Nothing furnished to A-E which is generally known among counties in Southern California shall be deemed confidential.
- 6.11.3** A-E and/or anyone acting under the supervision of A-E shall not use COUNTY name or insignia, photographs of the work, or any other publicity pertaining to the work in any magazine, trade paper, newspaper, or other medium without the express written consent of COUNTY.

6.12 Publication

- 6.12.1** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this CONTRACT, are to be released by A-E and/or anyone acting under the supervision of A-E to any person, partnership, company, corporation, or agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this CONTRACT. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after COUNTY approval.
- 6.12.2** The A-E agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this CONTRACT or any subsequent amendment of, or effort under this CONTRACT. A-E must first obtain review and approval of said media contact from the COUNTY through the COUNTY'S Project Manager. Any requests for interviews or information received by the media should be referred directly to the COUNTY. A-E's are not authorized to serve as media spokespersons for COUNTY projects without first obtaining permission from the COUNTY Project Manager.

6.13 Records and Audit/Inspections

- 6.13.1** A-E shall keep an accurate record of time expended by A-E and/or consultants employed by A-E in the performance of this CONTRACT.
- 6.13.2** Within ten (10) days of COUNTY's written request, A-E shall allow COUNTY or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this CONTRACT.
- 6.13.3** A-E shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of three (3) years after termination or completion of the CONTRACT or until resolution of any claim or dispute between the PARTIES, whichever is later.
- 6.13.4** Should A-E cease to exist as a legal entity, records pertaining to this CONTRACT shall be forwarded within a reasonable period of time not to exceed sixty (60) days to the County of Orange.

County of Orange
Geosyntec Consultants, Inc.

interest or surviving entity in a merger or acquisition, or, in the event of liquidation, to COUNTY.

6.14 Notices

- 6.14.1** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES' project managers' routine exchange of information and cooperation during the PROJECTS/SERVICES.
- 6.14.2** Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt, or no greater than four (4) calendar days after being mailed by U. S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.
- 6.14.3** All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For A-E: Geosyntec Consultants, Inc.
2100 Main Street, Suite 150
Huntington Beach, CA 92648
Attn: Misty Steele
Phone: 562-257-1413
E-mail: msteele@geosyntec.com

For COUNTY: OC Waste & Recycling
601 N. Ross St. 5th Floor
Santa Ana, CA 92701
Attn: Warisa Niizawa
Phone: 714-834-4115
E-mail: Warisa.Niizawa@ocwr.ocgov.com

cc: OC Public Works Procurement Services
601 N. Ross St. 4th Floor
Santa Ana, CA 92701
Attn: Sabrina Correa
Phone: 714-667-9681
E-mail: Sabrina.Correa@ocpw.ocgov.com

6.15 Attorney's Fees

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

6.16 Interpretation

- 6.16.1** CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT.
- 6.16.2** 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 having the

opportunity to do so.

6.16.3 Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other PARTY hereto or by any person representing them, or both.

6.16.4 Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the PARTY that has drafted it is not applicable and is waived.

6.16.5 The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this CONTRACT.

6.17 Headings

6.17.1 The various headings and numbers herein, the grouping of provisions of this CONTRACT 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.

6.18 Acceptance

6.18.1 Unless otherwise agreed to in writing by COUNTY acceptance shall not be deemed complete unless in writing and until all the services have actually been received, inspected, and tested to the satisfaction of COUNTY.

6.19 Changes

6.19.1 A-E shall make no changes in the work or perform any additional work without the COUNTY'S specific written approval.

6.20 Assignment

6.20.1 The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or sub-contracted by A-E, by any means whatsoever including but not limited to acquisition by merger, without the express written consent of COUNTY. Any attempt by A-E to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.

6.21 Changes in Ownership

6.21.1 A-E agrees that if there is a change or transfer in ownership, including but not limited to merger by acquisition, of A-E's business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume A-E's duties and obligations contained in this CONTRACT and to obtain the written approval of COUNTY of such merger or acquisition, and complete the obligations and duties contained in the CONTRACT to the satisfaction of COUNTY. A-E agrees to pay, or credit toward future work, COUNTY's costs associated with processing the merger or acquisition.

6.22 Force Majeure

6.22.1 A-E shall not be assessed with damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil

disorder, employment strike or other cause beyond its reasonable control, provided A-E gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and A-E avails himself of any available remedies.

6.23 Calendar Days

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

6.24 Title to Data

6.24.1 All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the A-E in the performance of this CONTRACT, will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the A-E after completion or termination of this CONTRACT without the express written consent of the COUNTY.

6.24.2 All materials, documents, data or information, including copies furnished by COUNTY and loaned to A-E for his temporary use, must be returned to the COUNTY at the end of this CONTRACT unless otherwise specified by the DIRECTOR.

6.25 Availability of Funds

6.25.1 The obligation of COUNTY is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the COUNTY to expend or as involving the COUNTY in any contract or other obligation for future payment of money in excess of appropriations authorized by law.

6.26 Contingency of Funding

6.26.1 A-E acknowledges that funding or portions of funding for this CONTRACT may also be contingent upon receipt of funds from, and/or appropriation of funds by, the State of California or other funding sources to COUNTY. If such funding and/or appropriations are not forthcoming, or otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty.

6.27 Contract Construction

6.27.1 The parties acknowledge that each party and its counsel have reviewed this CONTRACT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this CONTRACT or any amendment or exhibits hereto.

6.28 Conflicts of Interest

6.28.1 A-E or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the “Act”), which (1) requires such persons to disclose any financial interest that may be materially affected by services provided under this CONTRACT, (2) prohibits such persons from making, or participating in making, decisions that could reasonably affect such interest; and (3) may require the filing a Statement of Economic Interest (Form 700).

6.28.2 If subject to the Act, A-E shall conform to all requirements of the Act. Failure to do so shall constitute a material breach and is grounds for immediate termination of this CONTRACT by COUNTY. Pursuant to Section 4.3 “Indemnification”, A-E shall indemnify and hold harmless COUNTY for any and all claims for damages resulting from Contractor’s violation of Section 4.3.

6.29 Usage

- 6.29.1** No guarantee is given by the COUNTY to A-E regarding usage of this CONTRACT. The A-E agrees to supply services requested, as needed by the County of Orange, at prices listed in the CONTRACT, regardless of quantity requested.

6.30 Wage Rates

- 6.30.1** Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

6.31 Apprenticeship Requirements

- 6.31.1** The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

6.32 Registration of Contractor

- 6.32.1** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

6.32.2 Payroll Records

- 6.32.3** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

- 6.32.4** The requirements of Labor Code Section 1776 provide, in summary:

- 6.32.5** C Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

- 6.32.6** Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- 6.32.7** The information contained in the payroll record is true and correct.
- 6.32.8** The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- 6.32.9** The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- 6.32.10** Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.
- 6.32.11** Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- 6.32.12** Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

6.33 Work Hour Penalty

- 6.33.1** Eight hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-1/2 times the basic rate of pay.

6.34 Apprentices

- 6.34.1** The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

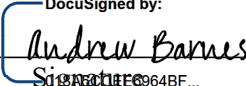
County of Orange
Geosyntec Consultants, Inc.

- 6.34.2** Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.
- 6.34.3** Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, he Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.
- 6.34.4** The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

County of Orange
Geosyntec Consultants, Inc.

IN WITNESS WHEREOF, the PARTIES hereto have executed this CONTRACT on the dates opposite their respective signatures:

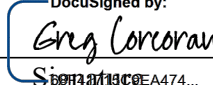
GEOSYNTEC CONSULTANTS, INC.
A Florida Corporation,

Date: 10/3/2019By: _____
Signature ID: 964BF...

Andrew Barnes Vice President

Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: 10/3/2019By: _____
Signature ID: EA474...

Greg Corcoran Secretary

Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer)

COUNTY OF ORANGE,
a political subdivision of the State of California


Date: _____

By: _____

Print
Name: _____

Title: _____

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: _____
Signature ID: C57E04561C5546A...

Print Name: Paul Albarian

Deputy County Counsel

**ATTACHMENT A
SCOPE OF WORK
FOR
LANDFILL REGULATORY SUPPORT SERVICES
(ROUTINE TASKS)**

INTRODUCTION

The A-E shall provide OC Waste & Recycling with Landfill Regulatory Support Services. The routine services provided by the firm, or team of firms, shall include: training, preparation of regulatory compliance reports (i.e., National Pollutant Discharge Elimination System (NPDES) and Industrial General Permit (IGP) reports, annual mandatory Spill Prevention Control and Countermeasure (SPCC) Plan updates, semiannual, annual, and Constituents of Concern (COC) water quality monitoring reports), photogrammetry, landfill flare 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: Stormwater IGP Reports and NPDES training for Olinda, FRB, and Prima covering fiscal years 2019/20, 2020/21, and 2021/22.
- Subtask 1B: Annual SPCC Training and SPCC Plan Updates for Olinda, FRB, and Prima covering calendar years 2020, 2021, and 2022.
- Subtask 1C: Semi-annual, Annual, and COC Water Quality Monitoring Reports for Olinda, FRB, Prima, Santiago, and Coyote from November 2019 through November 2022.

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 2020, 2021, and 2022.
- Subtask 2B: Annual Photogrammetry Services for up to 19 optional landfill sites covering calendar years 2020, 2021, and 2022.

Task 3: Flare Source Testing Services

- Subtask 3A: Annual Flare Testing for Santiago for calendar years 2020, 2021, and 2022.
- Subtask 3B: Annual Flare Testing for Villa Park for calendar years 2020, 2021, and 2022.
- Subtask 3C: Annual Flare Testing for Prima for calendar years 2020, 2021, and 2022.
- Subtask 3D: Annual Flare Testing for Coyote for calendar years 2020, 2021, and 2022.

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

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 updates; 3) Annual site inspections; and 4) Annual training, 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 (CGP).

1) NPDES Regulatory Issues

The A-E shall assist OC Waste & Recycling with addressing and responding to stormwater NPDES/IGP 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, including, but not limited to, compliance with any and all IGP Permit and Permit amendment requirements.

2) Annual NPDES Site Inspections

In the second quarter (April – June) of each year of this contract, the A-E shall conduct one annual site inspection to assess onsite conditions at each of the three landfill sites (1/2 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;
- 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.

3) Document Review and IGP Report Preparation

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. Documents to be prepared/updated by the A-E may also include, but are not limited to, the following:

- ERA Level 1 Evaluations
- ERA Level 2 Action Plans
- IGP Annual Reports

4) Annual NPDES Training

The A-E shall prepare and conduct three presentation/training sessions on an annual basis for OC Waste & Recycling personnel. The A-E shall provide OC Waste & Recycling electronic copies of the PowerPoint presentations and, if requested, Certificates of Completion for attendees.

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.

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 IGP reports presenting the results of the monitoring activities shall 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's comments and certifications. 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 one (1) week before the due dates to allow OC Waste & Recycling to upload the reports on time. During the term of this contract, the A-E shall prepare up to three site-specific annual IGP reports for each of the three subject landfills (due July 1, 2020, July 1, 2021, and July 1, 2022).

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. one (1) week before their due dates.
- c) Final reports shall be delivered in electronic format along with two (2) hardcopies per final report. The electronic format shall be suitable for both uploading to the RWQCB SMARTs database and available in optical character recognition (OCR) format.

Subtask 1B: Annual SPCC Training and SPCC Plan Updates (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 Subtask is to comply with the annual training requirement in calendar years 2020, 2021, and 2022 (three separate annual training events per year) and update the SPCC Plan for each of the three subject sites during the term of this contract (one SPCC Plan update in 2020, one SPCC Plan update in 2021, and one SPCC Plan update in 2022). 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 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 2020, 2021, and 2022. 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. The A-E shall provide OC Waste & Recycling electronic copies of the PowerPoint presentations and, if requested, Certificates of Completion for attendees.

2) SPCC Plan Update

The A-E shall review, update, and stamp in calendar years 2020, 2021, and 2022 the SPCC Plans 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 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 October 2021). 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 2019 through the third quarter of 2022 (November 2019 through November 2022) 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; waste monitoring data; and, if applicable, additional material required by each individual M&RP.

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 and/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:

- a) Six semiannual water quality monitoring reports (due April 30, 2020; October 31, 2020; April 30, 2021; October 31, 2021; April 30, 2022; and October 31, 2022)
- b) Three annual summary reports (due April 30, 2020; April 30, 2021; and April 30, 2022)
- c) One COC Testing report (due October 31, 2021)

Following OC Waste & Recycling's review, the reports shall be finalized/stamped by the A-E. Two (2) copies on electronic media (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. OC Waste & Recycling shall upload the final reports onto GeoTracker; the A-E shall upload the remainder of the monitoring data (i.e. EDFs, water level measurements) onto GeoTracker within one month after the final reports are submitted on electronic media.

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.
- b) 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).
- c) 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 deliver the reports.
- d) 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 data onto the GeoTracker Database (and any of its successor uploading database systems), with the exception of the final reports (which will be uploaded by OC Waste & Recycling).

TASK 2: PHOTOGRAMMETRY SERVICES

The A-E shall provide annual Digital Aerial Photogrammetric services in calendar years 2020, 2021, and 2022, 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 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 2020, 2021 and 2022

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

1) Field Surveys and Pre-marking

The 2020, 2021, and 2022 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-feet long 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 (7) 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, 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.

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

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 positions.

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 (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.

OC Waste & Recycling Standard Layers - Drainage System

Layer	Color	Line Type	Description
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

Layer	Color	Line Type	Description
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 Horizontal Collector
EX-GS-HL	15	DASHDOT2	Existing Gas Utilities Header Line
EX-OS-IN	8	CONTINUOUS	Existing Gas Utilities Inlet
EX-OS-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

Layer	Color	Line Type	Description
EX-OW-CO	8	CONTINUOUS	Existing Ground Water Cleanout
EX-OW-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

Layer	Color	Line Type	Description
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

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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

OC Waste & Recycling Standard Layers - Miscellaneous

Layer	Color	Line Type	Description
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

Layer	Color	Line Type	Description
EX-RD-DR	8	DASHED2	Existing Roadway Dirt
EX -RD-EP	8	CONTINUOUS	Existing Road way Edge of Pavement
EX-RD-GVL	174	DASHED	Existing Road way Edge of Grave l
EX-RD-TX	6	CONTINUOUS	Existing Road way Text

OC Waste & Recycling Standard Layers - Topography

Layer	Color	Line Type	Description
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	HJDDEN2	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-JDX	2 1	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

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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

OC Waste & Recycling Standard Layers -Water System

Layer	Color	Line Type	Description
EX-WS-FM	15	CONTINUOUS	Existing Water System Force Main
EX-WS-PJ	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 2018 or as specified by OC Waste & Recycling the following format:

Drawing File- .DWG FormatTIFF Image - .TIFF ImageJPEG Image - .JPEG ImageJPEG Image - .JFW ImageFILING 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.

10) Deliverables

- a) The A-E shall provide detailed flight schedules and plans as needed to OC Waste & Recycling for review and comments.
- b) After the photo mission, one set of digital photos shall be provided to OC Waste & Recycling.
- 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 2018 (AutoCAD version to be confirmed each year) drawing (.DWG) format.
- e) The digital mapping shall be submitted to OC Waste & Recycling via a secure FTP server in a .DWG file format for use in AutoCAD Civil3D 2018 (or higher version).
- f) Contour data to be supplemented by spot elevation data in all flat areas.
- g) Upon review and approval of the aerial photography by OC Waste & Recycling, the A-E shall proceed with the Aerial Triangulation.
- h) 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.
- i) A preliminary digital data shall be submitted as a draft for pre-approval by OC Waste & Recycling before the A-E proceeds any further.
- j) Place depression contours accordingly onto index and intermediate contour layers; leave depression marks on the depression layer.
- k) Provide consistent symbols on map and in legend.
- l) Provide consistent labeling scales.
- m) All below-mentioned topographic objects should be on a separate layer. Please refer to OC Waste & Recycling Standard Layers Listing.
- n) Provide consistent boundary symbols on the map and in the legend.
- o) Use different symbols for treeline and brushline.
- p) Use different symbols for water wells, gas probes, and lysimeters.
- q) Show all downdrains and gas lines.
- r) Label all shown downdrains and gas lines.
- s) Show and label all monitoring wells.
- t) Show guardrail symbol.
- u) 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
- v) One vertical color spot shot to cover entire landfill (typically min 500' or max 1000' beyond landfill property). Show property line.
- w) The A -E shall submit to OC Waste & Recycling Digital Aerial Orthophoto (of all active and closed

landfills as listed on the Fee Schedule, in TIF/TFW and JPG/JGW file formats.

- x) 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 2020, 2021, and 2022)

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.
- 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 three (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) 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.
- i) 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 2020, 2021, and 2022 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 a 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), Prima (Subtask 3C), and Coyote (Subtask 3D). The Villa Park and Prima flares, as well as one of the three Santiago flares and one of the three Coyote flares, have to be tested every year.

- Subtask 3A: three (3) annual flare testing events at Santiago in calendar years 2020, 2021, and 2022;
 Subtask 3B: three (3) annual flare testing events at Villa Park in calendar years 2020, 2021, and 2022;
 Subtask 3C: three (3) annual flare testing events at Prima in calendar years 2020, 2021, and 2022;
 Subtask 3D: three (3) annual flare testing events at Coyote in calendar years 2020, 2021, and 2022.

The flare testing shall be performed at the four subject landfills, as requested by 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 six (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 four (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 onsite 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 the 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 four (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 one (1) 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.

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), Prima (Subtask 3C), and Coyote (Subtask 3D).

PRELIMINARY SCHEDULE FLARE TESTING FOR CALENDAR YEARS 2020, 2021, AND 2022					
Activity	Estimated Duration (each site)	Santiago Canyon (Subtask 3A) Annual Testing	Villa Park (Subtask 3B) Annual Testing	Prima Deshecha (Subtask 3C) Annual Testing	Coyote Canyon (Subtask 3D) Annual Testing
Pre-Test Flare Inspection	1 day	Week of June 2, 2020, 2021, & 2022	Week of June 2, 2020, 2021, & 2022	Week of Sep. 15, 2020, 2021, & 2022	Week of May 12, 2020, 2021, & 2022
Inspection Recommendation	1 week	By June 15, 2020, 2021, & 2022	By June 15, 2020, 2021, & 2022	By September 23, 2020, 2021, & 2022	By May 23, 2020, 2021, & 2022
Repairs (by others)	4 weeks	By July 13, 2020, 2021, & 2022	By July 13, 2020, 2021, & 2022	By October 21, 2020, 2021, & 2022	By June 23, 2020, 2021, & 2022
Pre-Test Flare Tuning	1 day	Week of July 14, 2020, 2021, & 2022	Week of July 14, 2020, 2021, & 2022	Week of Oct. 28, 2020, 2021, & 2022	Week of June 24, 2020, 2021, & 2022
Flare Test	1-2 days	Week of July 27, 2020, 2021, & 2022	Week of July 27, 2020, 2021, & 2022	Week of Oct. 28, 2020, 2021, & 2022	Week of June 24, 2020, 2021, & 2022

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Draft Report Preparation	1 month	By August 31, 2020, 2021, & 2022	By August 31, 2020, 2021, & 2022	By November 30, 2020, 2021, & 2022	By July 31, 2020, 2021, & 2022
Draft Report Review	1 week	By September 7, 2020, 2021, & 2022	By September 7, 2020, 2021, & 2022	By December 7, 2020, 2021, & 2022	By August 7, 2020, 2021, & 2022
Final Report Preparation	1 week	By September 14, 2020, 2021, & 2022	By September 14, 2020, 2021, & 2022	By December 14, 2020, 2021, & 2022	By September 7, 2020, 2021, & 2022

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

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, Subtask 3C for Prima, and Subtask 3D for Coyote) in calendar years 2020, 2021, and 2022 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, as well as two (2) hardcopy prints for each final report.

**ATTACHMENT B
COST/COMPENSATION**

- I. COMPENSATION:** This is a time and materials CONTRACT between COUNTY and A-E for Landfill Regulatory Support Services as set forth in Attachment A, "Scope of Work".

A-E agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by A-E of all its duties and obligations hereunder. A-E shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **COUNTY shall have no obligation to pay any sum in excess of the Total CONTRACT Amount specified herein below unless authorized by amendment in accordance with Paragraphs 6.3 and 6.19 of the COUNTY CONTRACT Terms and Conditions.**

- II. PRICING:** Payment shall be made in accordance with the provisions of this CONTRACT. Partial progress payments may be allowed at the discretion of the COUNTY Project Manager. Payment shall be as follows:

A. Classification Rates:

Geosyntec Consultants, Inc.	
<u>Classification Titles</u>	<u>Hourly Rate</u>
Staff Professional	\$131
Senior Staff Professional	\$ 151
Professional	\$169
Project Professional	\$194
Senior Professional	\$230
Principal	\$243
Senior Principal	\$248
Technician	\$80
Senior Technician	\$91
Field Manager	\$103
Designer	\$138
Senior CADD / GIS Operator	\$122
CADD / GIS Operator	\$103
Technical Word Processor	\$80

*Subcontractor – (SCS Engineers)	
<u>Classification Titles</u>	<u>Hourly Rate</u>
Principal	\$242
Project Director	\$241
Senior Project/Technical Manager	\$225
Project Manager	\$200
Certified Industrial Hygienist	\$200
Assistant Project Manager	\$182
Senior Project Professional	\$164
Project Professional	\$138
Construction Superintendent	\$158

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Staff Professional	\$108
Project Administrator	\$116
Senior Engineering Technician	\$96
Designer/ Drafter	\$96
Administrative/ Secretarial	\$78
Technician	\$80

*Subcontractor – (Montrose Environmental, Inc)	
<u>Classification Titles</u>	<u>Hourly Rate</u>
Consultant, VP	\$197
Client Project Manager, Senior Chemist	\$148
Field Project Manager, Chemist	\$120
Senior Technician	\$98
Field Technician	\$97
Senior Office Worker, Safety Officer	\$98
Office Worker (Staff Personnel, Level I)	\$60

*Subcontractor – (RICK Engineering Company)	
<u>Classification Titles</u>	<u>Hourly Rate</u>
Project Manager	\$292
Photogrammetry Supervisor	\$149
Principal Photogrammetrist	\$133
Associate Photogrammetrist	\$117
Assistant Photogrammetrist	\$109
Computing & Mapping Director	\$202
Principal Survey Analyst	\$185
Associate Survey Analyst	\$138
Assistant Survey Analyst	\$111
Field Supervisor	\$202
One-person Survey Party	\$149
One-person Survey Party with Robotics	\$202
Two-person Survey Party	\$233
Three-person Survey Party	\$302

*COUNTY will not pay A-E more than the listed amount for Sub-Contractor work, regardless of any agreement between the A-E and their Sub-Contractor. Sub-Contractor rates are listed for convenience only.

****Construction-related work performed under A-E service contracts may meet the definition of “public work” under Labor Code § 1720 et seq. “Construction” includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. See, Labor Code § 1720. Contracts for A-E services shall mandate that prevailing wages be paid where mandated by law.**

B. Total CONTRACT Amount Shall Not Exceed: \$3,250,000

- III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of this CONTRACT. All price decreases will automatically be extended to COUNTY.
- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** A-E guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. A-E agrees that no price increases shall be passed along to COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.
- V. A-E'S EXPENSE:** A-E will be responsible for all costs related to photo copying, telephone communications and fax communications while on COUNTY sites during the performance of work and services under this CONTRACT.
- VI. REIMBURSABLE ITEMS:** 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. A-E may be entitled to reimbursement for the following, upon prior approval by COUNTY:
- 1) The actual costs of special equipment to be rented, leased or purchased by A-E for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by the COUNTY Project Manager.
 - 1) Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the COUNTY Project Manager.
 - 2) Other actual costs and/or payments specifically approved and authorized in writing by the COUNTY Project Manager and actually incurred by A-E in performance of this Contract.
 - 3) Travel costs shall only be reimbursed if approved in advance in writing by COUNTY Project Manager and are subject to the following restrictions:
 - a) Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this CONTRACT shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the A-E's "Home Based" office location and COUNTY location, as well as mileage within COUNTY property will not be reimbursed.
 - 4) Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
 - 5) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
 - 6) All reimbursable expenses must be itemized on A-E invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all A-E invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. A-E is responsible for submitting reimbursable invoices in a format that is acceptable to the COUNTY. Reimbursable items shall be charged at cost. Any third-party or subcontractor services shall also be charged at cost; no mark-ups will be allowed.
- VII. PAYMENT TERMS:** Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the COUNTY, as applicable. Invoices shall be verified and approved by COUNTY and subject to routine processing requirements. The responsibility for providing an acceptable invoice to COUNTY for payment rests with A-E. Incomplete or incorrect invoices are not acceptable and will be returned to the A-E for correction.

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Billing shall cover services and/or goods not previously invoiced. The A-E shall reimburse the COUNTY for any monies paid to the A-E for goods or services not provided or when goods or services do not meet the CONTRACT requirements.

Payments made by COUNTY shall not preclude the right of COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the goods or services.

VIII. INVOICING INSTRUCTIONS: The A-E will provide an invoice on the A-E's letterhead. Each invoice will have a unique number and will include the following information:

- A. A-E's name and address
- B. A-E's remittance address, if different from (A), above
- C. Name of COUNTY agency/department
- D. Delivery/service address
- E. CONTRACT number
- F. Service Date
- G. Description of Services
- H. Total
- I. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

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

A-E has 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 Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the COUNTY via an EFT Authorization Form. To request a form, please contact the DPA.

ATTACHMENT C
STAFFING PLAN

(Complete and submit as Part 3, II. A. 1. of Section II “Response Requirements”)

1. **A-E KEY PERSONNEL**

Name	Classification/ Designation	Years of Experience	Licenses/Certifications (include license number)
Misty Steele, CPSWQ, IGP, ToR, QSD	Project Manager & Stormwater Compliance	19	Certified Professional Storm Water Quality, No.0787 Industrial General Permit Trainer of Record, No.120 Qualified Industrial Stormwater Practitioner, No.120 Qualified SWPPP Developer Practitioner, No.01365 Certified Engineer-in-Training, CA No. 14155EI
Saverio Siciliano, PG, CEG	Project Director	20	Professional Geologist, CA No. 8025 Certified Engineering Geologist, CA No.2409
Julie (Riggio) Walters, OPSWQ, QISP, QSD	Water Quality Compliance & Stormwater NPDES Compliance	4	Certified Professional in Stormwater Quality No. 1174 Certified Erosion, Sediment, Stormwater Inspector, No.4819 Qualified Stormwater Pollution Prevention Plan Developer/ Practitioner, No. 26936 Qualified Industrial Stormwater Practitioner, No. 00423
Veryl Wittig, PG, CHg	Water Quality Compliance	27	Professional Geologist, CA No.7115 Certified Hydrogeologist, CA No. 723
Andy Simons, PG	Water Quality Compliance	14	Professional Geologist, CA No. 9029
Yonas Zemuy, PE	SPCC Program Support	15	Professional Engineering, Civil, CA No.C79713
Jeff Fijalka, PE	SPCC Program Support	6	Professional Engineer, CA No. C84990

A-E understands that the personnel represented as assigned to the CONTRACT must remain working on the CONTRACT throughout the duration of the CONTRACT unless otherwise requested or approved by the COUNTY. Substitution or addition of A-E’s key personnel in any given category or classification shall be allowed only with prior written approval of the COUNTY’s Project Manager. ***Note: The written approval of substituted A-E Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works or other County department.***

A-E may reserve the right to involve other A-E personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to COUNTY Project Manager written approval. ***Note: The written approval of additional A-E Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works or other County Department.*** COUNTY reserves the right to have any A-

E personnel removed from providing services to COUNTY under this CONTRACT. COUNTY is not required to provide any reason for the request for removal of any A-E personnel.

2. SUBCONTRACTOR(S) (IF APPLICABLE)

Listed below are subcontractor(s) anticipated by A-E to perform services specified in Attachment A. Substitution or addition of A-E's subcontractors in any given project function shall be allowed only with prior written approval of the COUNTY Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
SCS Engineers 3900 Kilroy Airport Way Suite 100 Long Beach, California 90806	Patrick Sullivan, BCES, CPP, REPA Phone: 916-503-2956	Flare Source Testing & Reporting
Montrose Environmental, Inc. 1 Park Plaza, Suite 1000 Irvine, California 92614	Joe Adamiak, QTSI Phone: 949-988-3500	Flare Source Testing & Reporting
RICK Engineering Company 5620 Friars Road San Diego, California 92110	Don Woolley, PLS Phone: 619-291-0707 ext. 1436	Photogrammetry