

March 16, 2010

**REQUEST FOR PROPOSALS
FOR AERIAL MAPPING AND VOLUME CALCULATION SERVICES FOR
COUNTY OF SAN BERNARDINO LANDFILLS AND DISPOSAL SITES**

I. INTRODUCTION

A. General Requirements.

1. Mandatory Pre-Proposal Meeting

There will not be a Pre-Proposal Meeting for this RFP.

2. Proposal Submittal

SWMD invites proposals from qualified firms in accordance with the procedures outlined in this Request for Proposals (RFP) and in Section III, Scope of Work. Proposals must be received by the County of San Bernardino Solid Waste Management Division (SWMD) no later than Monday, April **19, 2010** at 4:00 p.m.(closing date and time). Proposals shall be clearly marked: **REQUEST FOR PROPOSALS FOR** Aerial Mapping and Volume Calculation Services for County of San Bernardino Landfills and Disposal Sites, and will be delivered to:

County of San Bernardino
Solid Waste Management Division
222 W. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415
Attention: Arthur L. Rivera, P.E.

One (1) original and five (5) copies (total of six (6)) of the technical proposals will be submitted. **Facsimile or electronically transmitted proposals will not be accepted since they do not contain an original signature. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be opened and will not be considered.** It is the responsibility of the Proposer to ensure that the RFP responses arrive in a timely manner. Proposals received after the closing date and time specified above will not be considered.

After the closing date, all proposals will become the property of the SWMD. The proposals will not be returned to the firms. Proposals received by SWMD will be held confidential, available only for review by SWMD staff until a contract is recommended for approval by the County of San Bernardino Board of Supervisors. The SWMD reserves the right to reject any proposal, which is incomplete, conditional, illegible, or unclear.

All costs incurred in response to this RFP, including preparation of the proposal, interview, correspondence, reproduction costs, attending the mandatory meeting, etc., are not reimbursable by the County of San Bernardino (County) to either successful or unsuccessful firms.

B. Background

The six (6) active landfills within the County of San Bernardino (Mid-Valley, Colton, San Timoteo, Landers, Barstow, and Victorville) and the closed Milliken are surveyed on an annual basis either by aerial or ground surveying methods. The surveys are performed in order to satisfy requirements set forth in each site's Waste Discharge Requirements (WDRs) issued by the California Regional Water Quality Control Board (RWQCB) and to meet SWMD's contractual obligations set forth in the County's landfill operations contract with Burrtec Waste Industries, Inc. Data that is recorded from the site surveys is used to prepare digital topographic files for each site. Plots of the site topography are included in many reports prepared and submitted by SWMD to document site conditions such as proper dewatering of storm water flows off the site. Changes in airspace volumes are calculated annually for the six (6) active landfills and are used in the County's landfill operations contract to calculate annual densities of in-place refuse. In-place volumes are also reported by the County to the California Integrated Waste Management Board.

In addition, Title 27 of the California Code of Regulations (CCRs) requires that inactive landfills closed after 1985 are to be surveyed every five (5) years in order to document settlement, site drainage, and erosion conditions. There are thirty-four (34) inactive/closed landfills or disposal sites in San Bernardino County. Two (2) of these sites, Hesperia, and Twentynine Palms Landfills, are scheduled to be surveyed in the 2010/2011 Fiscal Year to meet the five (5) year requirement per Title 27 CCRs. Seven (7) of these sites, Adelanto, Cooley Ranch, Crestmore, Dagget, Lenwood-Hinkley, Newberry Springs, and Plunge Creek, are scheduled to be surveyed in the 2011/2012 Fiscal Year to meet the same five (5) year requirement.

This RFP has been prepared to select a consultant to provide aerial mapping services and to perform Volume Calculations (Active Sites only) to determine in-place trash volumes based on the current year's digital topographic map, the previous year's digital topographic map, the July 2001 digital topographic map and the ultimate fill plan for the six active landfills listed in Table No. 1. The selected consultant shall also provide aerial mapping services for the inactive landfills and mapping years listed in Table No. 2.

This RFP is to select a consultant to prepare Aerial Mapping and Volume Calculation Services for County Of San Bernardino Landfills and Disposal Sites. The consultant will be awarded a contract commencing on or about July 1, 2010 and continuing through June 30, 2012 .

C. Project Title.

Aerial Mapping and Volume Calculation Services for County of San Bernardino Landfills and Disposal Sites.

D. Project Description.

The County is requesting proposals from qualified consultants to secure the services necessary to provide Aerial Mapping of three (3) inactive Landfills and Aerial Mapping and Volume Calculations for six (6) active County landfills for the 2010/11 Fiscal Year; and Aerial Mapping for the eight (8) inactive landfills or disposal sites and the Aerial Mapping and Volume Calculations for the six (6) active landfills for the 2011/12 Fiscal Year.

The scope of work includes all work necessary to provide aerial mapping and volume calculations for the six (6) active landfills and to provide aerial mapping services for three (3) inactive landfills commencing in July 2010. The active landfills will be flown starting as soon as practical after July 1, 2010 and the inactive sites will be flown starting no later than September 2010.

In addition, the scope of work shall include all work necessary to provide aerial mapping and volume calculations for the six (6) active landfills and to provide aerial mapping services for eight (8) inactive landfills commencing in July 2011. The active landfills will be flown starting as soon as practical after July 1, 2011 and the inactive sites will be flown starting no later than September 2011.

Background information concerning each of the sites and historical reports are located in the SWMD's operating records library. Appointments to review this information can be arranged by contacting the project manager identified below. Respondents desiring photocopies will need to secure the services of a bonded copy service for that purpose.

TABLE NO. 1
Active Landfill Sites

Site	S.B.B.M. Location	Latest Map	Map Scale	No. of Sheets	Approximate Mapping Area
VALLEY REGION					
Mid-Valley Landfill	Section 29 Township T1N Range R5W	July 2009	100	2	667 Acres
Colton Landfill	Section 31 Township T1S Range R5W	July 2009	100	1	157 Acres
San Timoteo Landfill	Section 8 Township T2S Range R3W	July 2009	100	2	409 Acres
DESERT AND MOUNTAIN REGION					
Landers Landfill	Section 20 Township T2N Range R6E	July 2009	100	2	815 Acres
Victorville Landfill	Section 23 Township T6N Range R4W	July 2009	100	2	615 Acres
Barstow Landfill	Section 30 Township T9N Range R1W	July 2009	100	1	176 Acres

TABLE NO. 2
Closed Landfills/Disposal Sites

Site	S.B.B.M. Location	Latest Map	Map Scale	No. of Sheets	Approximate Mapping Area
VALLEY REGION					
Milliken Landfill	Section 36	July	100	1	305 Acres

	Township T1S Range R7W	2009			
Cooley Ranch Disposal Site	Section 29 Township T1N Range R5W	2006	100	2	90 Acres
Crestmore Disposal Site	Section 33 Township T1S Range R5W	2006	50	1	35 Acres
Plunge Creek Disposal Site	Section 3, 9, 10 Township T1N Range R3W	2006	100	2	175 Acres
DESERT AND MOUNTAIN REGION					
Lenwood – Hinkley Landfill	Section 20 Township T10N Range R2W	2005	100	1	160 Acres
Twenty-nine Palms Landfill	Section 5 Township T1S Range R10E	2006	100	1	106 Acres
Adelanto Disposal Site	Section 31 Township T7N Range R5W	2006	100	1	85 Acres
Dagget Disposal Site	Section 2 Township T8N Range R1E	2006	100	1	120 Acres
Hesperia Landfill	Section 13 Township T3N Range R5W	2005	50	1	80 Acres
Newberry Springs Landfill	Section 10 & 15 Township T8N Range R3E	2006	50	1	70 Acres

E. Minimum Qualification Requirements.

1. Have no deficiencies or unsatisfactory performance on any past County contract(s).
2. The Proposer must possess the knowledge and experience necessary to successfully perform the work described in the RFP at the time the contract is executed. The Proposer must have the resources to perform the work.
3. Specifically, the Proposer must have a minimum of one (1) example of successfully completed projects in which the consultant performed aerial mapping services of similar scope and performed volume calculation services of a similar scope.

A successfully completed project is one performed by the proposing firm itself. That is, projects of similar nature and scope performed by individuals listed on the Proposer's team that were completed while employed with a different firm will not be counted towards the Proposing firm's experience; nor will the experience of firms affiliated with the proposer (e.g., parent, subsidiary or brother/sister

corporations of the proposer) be counted towards the Proposing firm's experience.

However, if the Proposer is teaming with another consultant, the Proposer must demonstrate that the proposing team together has successfully completed project(s) in which the proposing team provided aerial mapping and volume calculation services of similar nature and scope.

4. Proposing teams that have successfully completed projects of similar nature and scope while employed by another firm will meet the minimum qualification requirements of this RFP.
5. Meet other presentation and participation requirements listed in this RFP.

F. Contact Person.

All questions or correspondence relating to this RFP are to be directed to:

Arthur L. Rivera, P.E., PWE IV, Chief Engineering
Solid Waste Management Division
County of San Bernardino
222 West Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017
(909) 386-8775 Telephone
(909) 386-8900 Facsimile

During the proposal and evaluation process, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. If authorized by the County's contact in writing, other County staff or contractors may provide information. Any violation of this procedure may be grounds for disqualification of the Proposer.

II. PROPOSAL CONDITIONS

A. Contingencies.

This RFP does not commit the County of San Bernardino to award a contract. The County reserves the right to accept or reject any or all proposals or waive irregularities if the County determines it is in the best interest of the County to do so. County also reserves the right to terminate this RFP process at any time.

B. Acceptance or Rejection of Proposals.

Proposals shall remain open, valid and subject to acceptance anytime up to one (1) year after the proposals opening date and time. The County realizes that conditions other than lowest cost are important and will award contract(s) based on the proposal(s) that best meet the needs of the County.

C. Modifications.

The County reserves the right to issue addenda or amendments to this RFP.

D. Proposal Submission.

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.

E. Incurred costs.

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposer agrees that all costs incurred in developing a proposal are the Proposer's responsibility.

F. Negotiations.

The County may require any firm selected to participate in negotiations and to submit revisions to any aspect of its proposal, including without limit, costs, as may result from negotiations.

G. Final Authority.

The final authority to award contracts as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors.

III. SCOPE OF WORK

A. General.

The scope of work shall, at a minimum include the following tasks:

See Attachment "2" herein: "Scope of Work and Specifications".

For any contract awarded as a result of the RFP, no minimum or maximum number of tasks assigned to consultant can be guaranteed by County.

B. Project Administration.

The project administration task shall include overall project administration services such as project scheduling, tracking, budgeting, invoicing, and meetings. Invoicing for this project shall indicate the project and task numbers.

IV. AGREEMENT TERMS

A. General.

1. The firm selected will be required to agree to the contract terms contained in the attached Attachment "1". If Proposer has any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

V. PROPOSAL SUBMITTAL

A. General.

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposal must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays or promotional materials, are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional, incomplete, illegible or unclear.
4. All information submitted in the proposal or in response to a request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code section 6250 et seq. and the following. Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure consultant should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the consultant will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

5. In accordance with County Policy 11-10 and 11-10SP, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires consultants to use

recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires consultants to use both sides of paper sheets for reports submitted to the County whenever practicable.

Although the County has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize consultants that reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), consultant must be able to annually report the County's environmentally preferable purchases using Attachment 2. Service providers are also asked to report on environmentally preferable goods and materials used in the provision of their service to the County.

B. Proposal Presentation.

1. All proposals must be submitted on 8 ½" x 11" paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins, and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.
2. One (1) marked as original and five (5) copies (total of six (6)) of the complete technical proposal must be received by the deadline for receipt of proposal specified in Section I, A. The original and all copies must be in a sealed envelope or container and submitted to the County address identified in Section I, A. The Proposer's submittal shall also contain, in a separate sealed envelope, a cost estimate as provided in Section VII, F.
3. Hand carried proposals may be delivered to the address specified in Section I, A, above ONLY between the hours of 8:00 a.m. to 5:00 p.m., Mondays through Friday, excluding holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service. Proposers are solely responsible for ensuring that the responses are delivered in a timely manner. County is not responsible for any incorrect or late deliveries.

VI. PROPOSAL SUBMISSION

A. Instructions to Proposers

Proposer should carefully follow the format and instructions contained in this RFP, observing format requirements where indicated.

B. Contents of Proposal

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. The proposal must contain the information set forth in Section VII, below.

VII. REQUIRED PROPOSAL CONTENT

A. Organizational Information Describing the Responding Firm and Proposed Sub-Contractors.

1. Identify the owners, principals, and management staff of the firm and sub-contractor(s).
2. Indicate the type of firm or partnership and indicate whether the firm and sub-contractor(s) is locally owned, statewide, national, etc.
3. Identify the location, total size, and composition of the staff of the office(s) to be primarily responsible for services provided to the SWMD. Include relevant email addresses, telephone and Fax numbers.
4. Identify, and indicate the specific skills, qualifications, and expertise of those employees who would be directly involved in providing the requested services.

B. Experience and Services of Responding Firm and Proposed Sub-Contractors, if any.

1. Identify the firm's and the sub-contractor's specific familiarity and experience with aerial mapping and landfill volume calculations.
2. Using specific project examples, identify the experience of the firm in performance of aerial mapping and landfill volume calculations.
3. Identify the full range of services that could be provided by the firm in support of the contracted services.
4. RESERVED.
5. State the number of years that the Proposer has been providing the services identified in this RFP.
6. Describe the firm's general approach to the services requested in this RFP.
7. Describe any other experiences related to the work or services described in the Scope of Work, and provide any additional information specific to the capabilities required in this RFP.
8. List any transactions in which Proposer has participated on behalf of the County. The County will review all contracts the Proposer has performed for the County, which requires, as stated in Section I, E, that a Proposer's past performance be set forth and which performance will be considered in the selection. As such, in listing and describing all work performed for the County, the Proposer must include: the name of the County Department involved in the transaction, the contact person(s) on the transaction and the dollar value and date of the transaction.

9. Provide a minimum of three (3) references relative to the performance of services of a nature similar to the services to be performed pursuant to this RFP, which services are either in progress or were completed within the past three years. Please provide the name, address, and telephone number for each of these references and a brief description of the transaction(s) on which the firm provided services. Please do not include County personnel in this list, and please confirm contact information (e.g., phone numbers, affiliation, etc.) prior to submitting proposal. References that cannot be contacted using the information provided will not be used in proposal evaluation.
10. The selection of outside sub-contractors by proposers shall be made on the basis of qualifications; however, costs are important in that they must be fair and reasonable as determined by the County. Copies of the sub-contractors selection criteria and all subcontractors' responses shall be included in an appendix to the proposal.

C. Financial statements.

The Proposer is required to demonstrate that it is financially qualified to perform the services requested in this RFP. To be considered financially qualified, the Proposer must:

Provide the Company's Organizational Annual Report for the last two years. Proposer must also include one (1) copy, with the original proposal, of an independently audited financial statement for the most recently completed fiscal year. If an audited financial statement is not available, please provide an unaudited financial statement, along with a certification from the owners and the company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.

D. Key Personnel and Subcontractors Performing Services.

1. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key individuals who may be assigned to perform the services described in this RFP. Key personnel include partners, managers, associates, and other professional staff that will perform work and/or services in this project. This information shall include functions to be performed by the key individuals.
2. Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business or sub-contractor(s). The information provided must include a list of former county administrative officials who terminated county employment within five (5) years and who are now officers, principals, partners, associates, or members of the business or of the sub-contractor(s). The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business or the sub-contractor(s). For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County

Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for the RFP being deemed non-responsive.

Proposer is also directed to review and must comply with The Ethics of San Bernardino County Government Act, sections 13-0701 through 13-0708 of the County Code. These sections may be obtained at the San Bernardino County website, www.sbcounty.gov, or through SWMD.

3. The County reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employee" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

 X If checked, the Proposer is required to provide with the Proposer's response any information responsive to the requested disclosures set forth in this paragraph D.3. of this Section VII.

Any information provided in response to paragraphs C or D, which is deemed by the Proposer to be confidential or proprietary shall be so marked in accordance with Section V, A, 4.

E. Proposed Services.

Identify, in some detail, the approach to be taken in providing the services requested in Section III., include a proposed schedule for conducting activities and a budget for deliverables. Include any proposal for additional and/or alternative project activities. The proposal should be sufficiently detailed to serve as a draft scope of work to be finalized and incorporated into a professional service agreement.

F. Cost Estimate and Fees for Services.

1. Provide in a separate sealed envelope a cost estimate, based on the scope of work outlined in Section III., above, and itemized accordingly. It is the policy of the County that such a cost estimate shall not be the primary criteria for evaluating professional service proposals. The cost estimate shall not be considered until proposals have first been evaluated as to the Proposers' experience, qualifications, professionalism, quality of work, and approach. Cost estimates shall generally be used to evaluate whether a service proposal is reasonable and realistic in light of the program requirements. After selection of the preferred consultant, the final scope of work and level of compensation shall be negotiated.
2. Hourly fees for services and direct and indirect expense charges for the term of the contract shall also be submitted with the cost estimate in the sealed envelope. Fees for any projected subcontracted services shall also be enclosed.

G. Supplemental Information

1. Any additional relevant information the Proposer wishes to include.

VIII. EVALUATION/SELECTION PROCESS

A. Introduction.

Following the opening of the proposal packages, the proposals will be evaluated by the Selection Committee. The Selection Committee will be comprised of representatives from the County and, if possible, a representative of a regulatory agency. The Selection Committee will review and select the successful Proposer in accordance with the RFP.

B. Proposal Evaluation.

1. Initial Review.

Staff will initially review each proposal for adherence to the minimum requirements listed in Section 1,E.

If a proposal does not meet these minimum requirements, it may be rejected as non-responsive to the RFP. Proposals deemed non-responsive at this point will not be further evaluated.

2. Technical Review.

The Selection Committee will evaluate responsive proposals on the experience and qualifications of the firm and on the approach to services. The Selection Committee's primary selection criteria will be the extent to which a proposal:

- Demonstrates Proposer's experience, qualifications, and competence in performing described services;
- Communicates the Proposer's approach and ability to provide professional guidance; and
- Demonstrates adequate staff, resources, and time to meet schedule milestones.

In addition, the Selection Committee's evaluation will consider the number and significance of the exceptions taken by Proposer to the Agreement Terms set forth in Section IV of this RFP.

3. Additional Consideration.

It is the County's policy to afford all local businesses the maximum opportunity to participate in County procurements. If quality, service, and cost are equal, procurement will be made from local businesses.

C. Oral Presentations.

Upon completion of the Initial and Technical qualifications evaluation, the Selection Committee may require oral presentation(s) of those Proposer(s) the Selection Committee deems to warrant further consideration.

D. Selection.

The Selection Committee will rank the Proposers based upon the above. Following the evaluation of the proposals, the Selection Committee will present its analysis and recommendation to the SWMD.

E. Award.

Following the ranking, the SWMD will open the cost proposals of all Proposers and consider both the appropriateness and fairness of the cost proposed by the first ranked Proposer in light of the level and quality of the proposed services. The SWMD will negotiate with the first ranked Proposer, including potentially as to costs, and prepare a professional services contract. If the SWMD is unable to reach an agreement with the first ranked Proposer it shall notify such Proposer that negotiations are being discontinued and it shall then contact the second ranked Proposer to commence negotiations for the preparation of a professional services contract. This process will be followed with each ranked Proposer until either an acceptable professional services contract is negotiated or the SWMD determines

that an acceptable contract cannot be negotiated with any of the ranked Proposers (which determination is in the sole discretion of the SWMD and will not require negotiations to be entered into with each of the ranked Proposers). If an acceptable professional services contract is negotiated it will be brought before the County of San Bernardino Board of Supervisors for approval and execution.

IX. PROTEST.

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP title, is delivered to the address listed on the cover sheet of this RFP, and is submitted within ten (10) calendar days of the date of the notification of intent to award.

Grounds for a protest are:

- ☐ The County's failure to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments;
- ☐ Violations of conflict of interest as provided by California Government Code section 87100 et seq.; or,
- ☐ Violations of state or federal law.

Protests will not be accepted on any other grounds. In the event of a protest, all protests will be handled by a panel designated by the Deputy Administrative Officer – Public Support and Services Group whose decision shall be final and shall not be subject to further review or appeal.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

X. ESTIMATED SCHEDULE FOR SELECTION OF CONSULTANT.

ACTION	DATES
Request for Proposals (RFP) issued	March 16, 2010
Mandatory Pre-Proposal Meeting	NONE
Submission of Proposal To County	April 19, 2010
Staff Screens Proposals & Short Lists Consultants	April 23, 2010
Interviews (the County reserves the right to waive the Interviews and select the Consultant from the Short List of Consultants)	None
Select Consultant	April 23, 2010
Contract Presented to Board for Consideration	June 8, 2010

Request for Proposals

ATTACHMENT 1

Standard Contract



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

☒ New ☐ Change ☐ Cancel	Vendor Code	SC	Dept. SWM	A	Contract Number	
County Department DPW – Solid Waste Management Division			Dept. Orgn.		Contractor's License No.	
County Department Contract Representative Peter H. Wulfman, Division Manager			Telephone 386-8703		Total Contract Amount	
Contract Type ☐ Revenue ☐ Encumbered ☒ Unencumbered ☐ Other:						
If not encumbered or revenue contract type, provide reason: The Solid Waste Management Division (SWMD) prefers to not encumber this contract. Since this contract is based on unit pricing, not encumbering this contract allows SWMD greater flexibility in the payment of amounts due under the contract.						
Commodity Code		Contract Start Date July 1, 2010		Contract End Date See Section 6		Original Amount
Fund EAA	Dept. SWM	Organization EXP	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No. TBD-R50	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name Project No. 10300024 Aerial Mapping & Volume Calculations for County Landfills Contract Type 3			Estimated Payment Total by Fiscal Year FY Amount I/D FY Amount I/D 10/11 11/12			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

hereinafter called CONSULTANT

Address

Telephone

Federal ID No.

IT IS HEREBY AGREED AS FOLLOWS:

1. Project.

Consultant shall perform consulting services for the project described as Aerial Mapping and Volume Calculations for the County of San Bernardino Landfills and Disposal Sites.

2. Retention of Consultant.

The Consultant and any subconsultants or subcontractors that may be employed by the Consultant shall be independent contractors and not agents to the County. Any provisions of this Contract that may appear to give the County any right to direct the Consultant concerning the details of performing the Scope of Work, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the County concerning the end results of the performance.

Consultant herein designates to be the Project Manager. Consultant shall not change the primary contact without written acknowledgment to the County. The Project Manager or designee must respond to

County inquiries within two (2) business days. If the Project Manager will be unavailable to the County for more than three (3) days, another person must be designated as a contact for the County. Further, Consultant must provide a list of and the résumés of the individuals who will provide services to the County. These individuals will be designated “key personnel” and may not be removed from the project that is the subject matter of the Contract without the written approval of the County.

Consultant may, at Consultant’s own expense, employ subcontractors to accomplish the work of this Contract. However, Consultant agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same terms and conditions as Consultant and Consultant shall be fully responsible for the performance and payment of any subcontractor’s contract. County hereby agrees to as the subcontractor(s) qualified to perform the work in its areas of expertise. The fact that Consultant employs subcontractors not in its regular employ shall not relieve Consultant from any responsibility regarding the adequacy of its designs or other work.

3. Scope of Work.

Consultant will provide services in accordance with the Request for Proposal (“**RFP**”) entitled Request for Proposals for Aerial Mapping and Volume Calculation Services for County of San Bernardino Landfills and Disposal Sites dated March 16, 2010 and incorporated herein by reference.

The Scope of Work shall include, but is not limited to, all items listed in Exhibit “1” attached hereto. Said Scope of Work also includes any relevant dates by which the performance of Consultant of any item of work needs to be completed.

The provisions of this Contract shall control any contrary provision or term of either the Consultant’s proposal or of the County’s RFP.

4. Commencement of Work.

Consultant shall commence work immediately upon receipt of a notice to proceed from the Solid Waste Management Division (“**SWMD**”) following the acceptance of this Contract by the County of San Bernardino Board of Supervisors. Consultant shall confer on a bi-weekly basis with the County’s Project Manager to review progress of work elements, adherence to work schedule, coordination of work, scheduling of reviews, and resolve any problems that may develop.

5. Compensation.

For the work authorized under this Contract, Consultant shall be compensated for the work performed in an amount not to exceed \$.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. Alternately, Consultant is entitled to receive the specified level of compensation notwithstanding that it is able to perform all required items of work with the expenditure of less labor, material or the incurrence of less expense, than anticipated by the parties. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of this Contract, which item of work is not performed by Consultant (including Consultant’s agents and subcontractors).

Consultant’s “Cost Proposal”, attached as Exhibit “2”, hereto, sets out the Consultant’s estimate of the cost (including wages) of completing the project. The Cost Proposal was used by the County to determine the reasonableness of the cost of Consultant’s proposal and is further used in making progress payments to Consultant and in making payment to Consultant in the event of the termination of the Contract prior to the completion of all items of work. Consultant is not entitled to any additional compensation by virtue of its costs (including wages) for any item of work exceeding the cost set forth in its Cost Proposal, including

excess costs related to delays in completion of the project. Payment shall be made on a percent of task completed to the County's satisfaction pursuant to Exhibit "2", less ten percent (10%) retention. Said retention shall be payable upon completion of each item of work (Landfill Disposal Site) as determined by the County.

Consultant shall provide County itemized monthly invoices in arrears, for services performed under the Contract within twenty (20) days of the end of the previous month. Invoicing for this project shall indicate the project and task numbers. Consultant's itemized monthly invoice shall be in the form of an Invoice Summary attached and incorporated herein as Exhibit "3." The County shall make payment to Consultant within thirty (30) working days after receipt of invoice or the resolution of any billing dispute.

Notwithstanding any other provision of this Contract (including any attachments), in no event will the County pay late fees or interest to the Consultant on the compensation due Consultant under the terms of this Contract.

5.a. Payment by Electronic Funds Transfer (EFT).

Consultant shall accept all payments from County via electronic funds transfer (EFT) directly into the Consultant's designated checking or other bank account. Consultant shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

6. Term of Contract.

The term of the Contract shall be for a period of two (2) years commencing on July 1, 2010 and continuing through June 30, 2012 unless extended pursuant to Section 27 hereof or terminated pursuant to Section 7 or as otherwise provided for in this Contract.

7. Termination for Convenience.

The County for its convenience may terminate the Contract in whole or in part upon ten (10) calendar days written notice. If such termination is affected, an equitable adjustment in the price provided for in this Contract shall be made. Such adjustment shall provide for payment to the Consultant for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Consultant shall promptly discontinue services unless the notice directs otherwise. Consultant shall deliver promptly to the County and transfer title (if necessary) to all completed work, and work in progress, including spare parts, drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

8. Indemnification.

The Consultant agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers, from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Consultant's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or willful misconduct" within the meaning of Civil Code section 2782.

9. Insurance.

(a) Coverage

The Consultant agrees to provide insurance set forth in accordance with the requirements herein. If the Consultant uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Consultant agrees to amend, supplement or endorse the existing coverage to do so.

Without in any way affecting the indemnity herein provided and in addition thereto, the Consultant shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:

- 1) Worker's Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of the Consultant and all risks to such persons under this Contract.

If Consultant has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- 2) Commercial/ General Liability Insurance – The Consultant shall carry General Liability Insurance covering all operations performed by or on behalf of the Consultant providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The Policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal Injury.
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

- 3) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Consultant is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- 4) Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- 5) a. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits, or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits, or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

- b. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

(b) Additional Insured

All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsements from ISO, CG 2010.11 85.

(c) Waiver of Subrogation Rights

The Consultant shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Consultant and Consultant’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Consultant hereby waives all rights of subrogation against the County.

(d) Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

(e) Severability of Interests

The Consultant agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Consultant and the County or between the County and any other insured or additional insured under the policy.

(f) Proof of Coverage

The Consultant shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Consultant shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of the Contract, the Contactor shall furnish a copy of the Declaration page for all

applicable policies and will provide complete certified copies of the policies and all endorsements immediately upon request.

(g) Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

(h) Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

(i) Failure to Procure Coverage

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Consultant or County payments to the Consultant will be reduced to pay for County purchased insurance.

(j) Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Consultant agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

10. Licenses and Permits.

Consultant shall ensure that it has all necessary licenses and permits required by Federal, State, County, and municipal laws, ordinances, rules, and regulations. The Consultant shall maintain these licenses and permits in effect for the duration of the Contract. Consultant will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of the Contract. Professional Engineers shall be duly registered in the State of California.

11. Notification Regarding Performance.

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the Contract, the Consultant shall promptly notify the County within one (1) working day in writing and by telephone.

12. Ownership of Documents.

All documents, data, products, graphics, computer programs, and reports prepared by Consultant pursuant to the Contract shall be considered property of the County upon payment for product/services. All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section 7 Termination for Convenience. Unless otherwise directed by County, Consultant may retain copies of such items. Reuse of such documents beyond the intended scope of Consultant's Contract shall be at the County's sole risk.

13. Artwork, Proofs and/or Negatives.

All artwork, proofs, and/or negatives in either print or digital format for the project that is the subject matter of the Contract are the property of the County. These items must be returned to the County within ten (10) days upon written notification to the Consultant. In the event of a failure to return the documents, the County is entitled to pursue available legal remedies. In addition, the Consultant will be barred from all future contracts with County, for a period of at least six (6) months.

14. Release of Information.

No news releases, advertisements, public announcements or photographs arising out of the Contract or Consultant's relationship with County may be made or used without prior written approval of the County.

15. Contact with Regulatory Agencies.

Except for emergencies, or except for situations where contact is required by law or relevant professional canons of ethics (in which case Consultant will use its professional efforts to notify and confer with the County before such contact, the parties recognizing that there may not be the time for such in an emergency), Consultant shall not contact the LEA, SCAQMD or other regulatory agencies concerning any site that is the subject of this Contract without SWMD's prior approval.

16. Right to Monitor and Audit.

The County shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Consultant in the delivery of services provided under the Contract. Consultant shall give full cooperation, in any auditing or monitoring conducted. Consultant shall cooperate with the County in the implementation, monitoring, and evaluation of the Contract and comply with any and all reporting requirements established by the County.

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

17. Cooperation Between All System Contract Contractors.

This Contract is but one of the County contracts which are or will be necessary to keep, operate and maintain the County's Solid Waste Disposal System ("**Disposal System**"), including without limit for the overall expansion, operation, maintenance, remediation and closure of the Disposal System. Specifically, but not by way of limitation, the County has entered, or will enter, into the following contracts with third parties: (i) construction contracts related to various aspects of the expansion, remediation and closure of the Disposal System; (ii) contracts for the management of the foregoing construction contracts, to the extent the County does not manage such contracts with its own employees; (iii) a contract for the aggregate operation at the Mid Valley Landfill; (iv) contracts for the operation and maintenance of the landfill gas collection systems located at various County Landfills; (v) the lease of the landfill gas collection systems and lease of the rights to the landfill gas collected by such systems; (vi) a contract for the operation of the Baker Transfer Station; (vii) a Development Contract with the City of Rialto regarding various aspects of the expansion of the Mid Valley Landfill; (viii) a contract with the City of Needles relating to the closure of the Needles Landfill; and (ix) a contract for performing day to day operations at the facilities comprising the Disposal System. These contracts, together with this Contract, will collectively be referred to as "**All System Contracts**".

In performing its duties under this Contract, Consultant shall be required, pursuant to direction provided by the Manager of the Solid Waste Management Division, to coordinate such performance with the performance of the duties required of the contractors under each of the other All System Contracts. Likewise, the contractors under each of the other All System Contracts will be required to coordinate the performance of the duties required of it under the terms of its contract with the performance of the duties required of the contractors under each of the other All System Contracts, including this Contract. The goal of the County is to maximize, in the aggregate, the effectiveness of performance of the duties required under all of the All System Contracts to keep, operate and maintain the Solid Waste Disposal System, rather than to maximize the effectiveness of performance of duties required to be performed under any single All System Contract.

18. Compliance with Laws.

During the term of the Contract, Consultant shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, sexual orientation, age, political affiliation or disability. Consultant agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

19. Conflict of Interest.

Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

20. Former County Officials.

Consultant agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Consultant or its

subcontractor(s) being utilized on this project. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates, or members of the business. The information also includes the employment and/or representative capacity and the dates these individuals began employment with or representation of Consultant. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

21. Improper Consideration.

Consultant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding any Contract awarded by County.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

Consultant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

22. Inaccuracies or Misrepresentations.

If in the course of the RFP process or in the administration of a resulting Contract, the County determines the Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

23. American Recovery and Reinvestment Act Funding (ARRA)

Use of ARRA Funds and Requirements

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character

similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the “wage rate” requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Consultant must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Consultant will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Consultant agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Consultant may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Consultant must contact the County with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards

In addition to the requirements described in “Use of ARRA Funds and Requirements,” proper accounting and reporting of ARRA expenditures in single audits is required. Consultant agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, “Audits of States, Local Governments, and Nonprofit Organizations.” This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Consultant agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Consultant may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Consultant agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

24. Representation of the County.

In the performance of the Contract, Consultant, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

25. Notice.

25.1 Service. Except as otherwise required by law, any notice, information, request or reply (“**Notice**”) required or permitted to be given under the provisions of this Contract shall be in writing and shall be given or served either personally or by mail. If given or served by mail, such Notice shall be deemed sufficiently given if:

- (a) Deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or

- (b) Sent by express mail, Federal Express, or similar overnight service, provided proof of service is available, addressed to the addresses of the Parties specified below in Section 25.4 or to such other address as may be duly specified by the respective parties.

25.2 When Effective. Any notice given or served by certified mail shall be deemed given or served three (3) business days after deposit in the mails, or as a signed receipt may show, unless a copy of the Notice is concurrently transmitted by electronic or telephonic facsimile, in which case the Notice shall be deemed given or served as of the date of deposit of the original in the mails. Any Notice given or served by express mail, Federal Express, or other similar overnight service, shall be deemed given or served the day following deposit in the mails or delivery to the carrier, unless a copy of the Notice is concurrently transmitted by electronic or telephone facsimile, in which case the Notice shall be deemed given or served as of the date of deposit of the original in the mails or delivery to the carrier.

25.3 Change of Address. Either party may, by written Notice to the other in the manner provided herein, specify an address within the United States for notices in lieu of or in addition to the address set forth below. Consultant shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

25.4 Designation of Recipients. Until changed by Notice duly given, the following persons shall receive all notices required or permitted to be given under the provisions of this Contract:

- (a) For Consultant:

Telephone:
Facsimile:

- (b) For County:

Arthur L. Rivera, P.E., PWE IV, Chief Engineering
Solid Waste Management Division
County of San Bernardino
222 West Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017
Telephone: 909-386-8775
Facsimile: 909-386-8900

25.5 Facsimile Transmission. Service utilizing facsimile transmission as set forth above will be effective only in respect to a person who has included a facsimile telephone number as part of its address for notice pursuant to this Section.

26. Contract Assignability.

Without the prior written consent of the County, the Contract is not assignable by the Consultant either in whole or in part.

27. Contract Amendments.

Consultant agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Consultant and the County.

28. Attorney Fees and Costs.

If any legal action is instituted to enforce any party's rights in the Contract, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Section 8, **Indemnification**.

29. Venue.

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any third party brings an action or claim concerning the Contract, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino District.

30. RESERVED

31. Environmental Products Requirements.

In accordance with County Policy 11-10 and 11-10SP, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires consultants to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires consultants to use both sides of paper sheets for reports submitted to the County whenever practicable.

Although the County has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize consultants that reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), Consultant must be able to annually report the County's environmentally preferable purchases using Exhibit 4. Service providers are also asked to report on environmentally preferable goods and materials used in the provision of their service to the County.

32. Miscellaneous Provisions.

32.1 Compliance with Legal Requirements. With respect to its performance of any work required under this Contract, Consultant and its subcontractors shall be required to meet all legal requirements the County requires all of its contractors to meet.

32.2 Covenant of Good Faith and Fair Dealing. The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing."

32.3 Determination of Rights – Disputes. Notwithstanding any other provision to the contrary contained herein, all disputes under this Contract which cannot be resolved by the parties shall be resolved

by judicial action. All delinquent amounts due hereunder shall bear simple interest at the lower of the maximum rate permitted by law or the rate of seven percent (7%) per annum.

32.4 Labor Laws. Consultant shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; and payment of wages. If applicable, the Consultant shall forfeit to the County the penalties prescribed in the Labor Code for violations.

32.5 Air, Water Pollution Control, Safety and Health. Consultant shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the services performed pursuant to this Contract.

32.6 Complete Agreement; Priority. This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated herein by reference, and other documents incorporated herein, represents the complete agreement between the parties. It supersedes all prior agreements and proposals between the parties in respect to the subject matter hereof, and it may be amended, discharged or waived only by a further agreement in writing signed by each party. To the extent there is any conflict between the terms of the text of this Contract and the terms of any Exhibit or attachment to this Contract, the terms of the text of this Contract shall control the terms of the Exhibit or attachment.

32.7 Binding Effect. This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

32.8 Captions and Headings. Section, subsection, and paragraph captions and headings are used only for convenience and shall not be used in determining the intent of the parties in entering into this Contract nor in otherwise construing or interpreting this Contract.

32.9 Severability. If any provision of this Contract shall be declared illegal, void, voidable, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect unless the resulting interpretation of the Contract shall materially alter the obligations of either party so as to work an unfair hardship on such party (the “**Burdened Party**”), in which case the Burdened Party shall have the option to request a re-negotiation of the Contract and/or to terminate this Contract upon at least ninety (90) days advance written notice to the other party. By way of clarification of, and not as a change to, the original intent of the parties, no such termination shall be deemed a termination for the convenience of the County.

32.10 Execution in Counterparts. This Contract may be executed in counterparts, each of which, when each party has executed and delivered a counterpart to the other party, shall constitute an original and enforceable contract for all purposes.

32.11 Governing Law. This Contract shall be governed by and construed according to the laws of the State of California.

32.12 Time for Performance. Time is of the essence in performance of this Contract and of each of its provisions.

32.13 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other

party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino and the Consultant have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

► _____
Gary C. Ovitt, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form

► _____
County Counsel

Date _____

Reviewed by Contract Compliance

► _____

Date _____

Presented to BOS for Signature

► _____
Department Head

Date _____

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed By

Standard Contract
Exhibit 1
Scope of Work

Standard Contract
EXHIBIT 2

Cost Proposal

Standard Contract
EXHIBIT 3

INVOICE SUMMARY

Company Name/Letterhead
Remit to Address
City, State, Zip Code

SAMPLE

Date

County of San Bernardino
Department of Public Works
Solid Waste Management Division
222 W. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017

Invoice # _____

Attention: Fiscal Section

Project Title: "Anytown" Landfill-Expansion

Description of the Project: Conceptual Design and Permitting for the Expansion Area

Contract #: 00-000

INVOICE SUMMARY

Site Location	Task #	Scope of Work	Amount	Less Retention	Net Amount
"Anytown"	100	Design Parameters	\$	(\$)	\$
"Anytown"	200	Geotechnical Analysis	\$	(\$)	\$
"Anytown"	500	CEQA Support/Public Relations	\$	(\$)	\$
"Anytown"	900	Meetings/Project Coordination/Admin			
		Total Current Charges	\$		
		Less: 10% Retention	(\$)		
		Total Charges Due	\$		

Submitted by: _____
(Name) (Title)

(Telephone)

Note: ALL terminology should be consistent with language used in the contract.

Standard Contract
EXHIBIT 4

Standard Policy 11-10
And
Standard Practice 11-10SP



**COUNTY OF SAN BERNARDINO
POLICY MANUAL**

No. 11-10

ISSUE 1

PAGE 1 OF 1

By

EFFECTIVE 07/01/00

SUBJECT

RECYCLED PRODUCT PROCUREMENT POLICY

APPROVED

JON D. MIKELS

CHAIRMAN, BOARD OF SUPERVISORS

POLICY STATEMENT

It is County policy to promote the development of markets for recycled and recyclable products by establishing preferential purchase programs applicable to San Bernardino County departments, consultants, contractors and other entities or organizations doing business with the County.

POLICY AMPLIFICATION

San Bernardino County finds it desirable to adopt a procurement policy promoting the use of recycled products and recyclable products by San Bernardino County departments, consultants, contractors and other entities or organizations doing business with the County, thereby stimulating the demand for these products and helping to develop markets for materials that have been diverted from the solid waste stream. This policy is further intended to help meet the requirements of *The California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000 et seq)* and shall remain consistent with Section 12210 of the Public Contracts Code and other state and federal laws and policies encouraging the use of recycled products.



**COUNTY OF SAN BERNARDINO
STANDARD PRACTICE**

No. 11-10SP

ISSUE 1

PAGE 1 OF 3

By

EFFECTIVE 07/01/00

SUBJECT

PROCUREMENT OF RECYCLED PRODUCTS

APPROVED

WILLIAM H. RANDOLPH

COUNTY ADMINISTRATIVE OFFICER

PURPOSE

To promote the development of markets for recycled and recyclable products by establishing purchase programs applicable to San Bernardino County departments, outside service providers, contractors and other entities or organizations doing business with the County, thereby diverting materials from the solid waste stream.

DEFINITION OF TERMS

The following terms shall have the assigned definitions for all purposes under this policy:

COMPOST PRODUCTS – mulch, soil amendments, ground cover or other landscaping materials derived from the biological or mechanical conversion of cellulose-containing waste materials.

DEPARTMENT – all San Bernardino County government offices and departments.

DESIGNATED RECYCLED PRODUCT – a product designated in this policy, or designated by the Purchasing Department, pursuant to this policy, that meets or surpasses San Bernardino County specified minimum recycled content standards.

MINIMUM RECYCLED CONTENT STANDARDS – standards that specify the minimum level of recycled materials and/or post-consumer recycled material necessary for designated products to qualify as recycled products.

RECYCLED MATERIAL – waste material and by-products that have been recovered or diverted from solid waste and can then be utilized in place of raw or virgin material in manufacturing a product and consist of materials derived from post-consumer waste, manufacturing waste, industrial scrap, agricultural wastes, and other items, all of which can be used in the manufacture of new or recycled products.

POST-CONSUMER RECYCLED MATERIAL – a material or product that has served its intended use and has been discarded for disposal or recovery by a final consumer.

PRACTICABLE – fitness and quality must be equal to virgin product.

RECYCLABLE PRODUCT – a product which, after its intended end use, can demonstrably be diverted from San Bernardino County's solid waste stream for use as raw material in the manufacture of another product.

VIRGIN PRODUCT – a product in original state of manufacture and containing no post-consumer waste.

DESIGNATED RECYCLED PRODUCTS

1. Paper and paper products including but not limited to: fine writing/printing paper, newsprint, corrugated boxes, tissue and toweling:
 - a. All imprinted letterhead paper, envelopes and business cards used by San Bernardino County departments will be on recycled paper.
 - b. San Bernardino County departments will require that all contracts for printing require the use of recycled paper.
 - c. County departments will use recycled paper whenever practicable.
 - d. Requests for bids and proposals issued by the County will require contractors and outside service providers to:
 - (1). Use recycled paper for bids and proposals and for any printed or photocopied material created pursuant to a contract with San Bernardino County unless specifically shown to be impracticable;
 - (2). Use both sides of paper sheets for reports submitted to San Bernardino County whenever practicable;
 - e. To reduce the volume of paper purchased, departments should use both sides of paper sheets whenever practicable.
 - f. Compost and co-compost products;
 - g. Cement and asphalt concrete containing glass cullet, recycled fiber or plastic, tire rubber, or fly ash;
 - h. Re-crushed cement concrete aggregate and asphalt;
 - i. Lubricating oil and hydraulic oil with re-refined oil content;
 - j. Automotive lubricants;
 - k. Antifreeze;
 - l. Solvents;
 - m. Outdoor-wood product substitutes made from recycled plastic;
 - n. Tires;
 - o. Remanufactured tires and products made from recycled tire rubber;
 - p. Building insulation products;
 - q. Paint;
 - r. Remanufactured laser printer toner cartridges;
 - s. Other products as may be designated by the Purchasing Department from time to time.

RESPONSIBILITY AND PROCEDURE

1. The County will:
 - a. Promote the use of recycled products and recyclable products by publicizing its procurement program;
 - b. Promote the recycling efforts by supporting the current office recycling programs.
2. All County departments will:
 - a. Purchase recycled products and recyclable products whenever practicable;
 - b. Request that contractors, consultants, and other entities or organizations doing business with the County use recycled and recyclable products in fulfilling contractual obligations whenever practicable;
 - c. Evaluate each designated recycled products to determine the extent to which the product may be practicably used by the department and its contractors;
 - d. Purchase or rent equipment, whenever practical, which will promote the use of recycled products.
3. The Purchasing Department will be responsible for:
 - a. Implementing this policy;
 - b. Designating recycled and recyclable products to be purchased by departments wherever practicable. These designated recycled products shall include, but not be limited to, the products listed in the "Designated Recycled Products" section of this policy;
 - c. Informing departments of their responsibilities under this policy;
 - d. Determining standards for photocopying equipment to promote the use of recycled products.
4. Exemptions
 - a. Nothing contained in this policy shall preclude user departments from requiring recycled material content as a bid specification.
 - b. Nothing in this policy will be construed as requiring a department or contractor to procure products that do not meet fitness and quality standards.

ATTACHMENT 2

A.1.1 INTRODUCTION

This Request For Proposal is to select an experienced firm to perform aerial mapping and volume calculations at several active and inactive landfill sites. The proposed scope of work shall be completed in no more than ten (10) weeks for all the active and inactive sites. Aerial mapping for the active sites shall begin during the first week of July 2010. Aerial mapping for the inactive sites shall begin during the last week of September 2010. The work to be performed for both active and inactive landfills will be conducted under one contract.

A.1.2 SCOPE OF WORK

The CONSULTANT shall provide all photogrammetric mapping necessary to map multiple landfill sites and complete the contract work as specified herein. The County of San Bernardino (County) will supply all on the ground surveying support with controls targeted for analytical aero-triangulation. The work of CONSULTANT shall include for each site, as appropriate, planning aerial photography, aero-triangulation, digital map compilation, drafting, reproduction and volumetric calculations.

Field Surveys

The County shall provide all field surveys and office support required to place new and/or refresh existing aerial control panels. Surveys shall be based on previously established local control or on the California Coordinate System Zone 5 NAD-83 and NGVD-29 as directed by County. A table of survey control and aerial control monuments to include northing, easting, elevation and monument description shall be included in the final digital and hardcopy mapping products and shall include a reference to the control source and applicable combination factor. Survey control provided by County shall be recovered and verified as a first order of work. Any discrepancies between provided control data and field measurements beyond the minimum accuracy standard of 1:10,000 shall be reported to County in writing.

All work shall be done in accordance with generally accepted professional standards and "responsible charge" for the work shall reside with a pre-January 1, 1982 Registered Civil Engineer, or a Licensed Land Surveyor, in the State of California.

Photogrammetric Mapping and Related Materials

Successful bidder shall furnish a representative sample mapping data file for review within ten (10) days of contract award. Inability to furnish acceptable digital data shall be grounds for immediate contract termination. It should be understood that digital mapping files, NOT mylar hardcopy, constitute the primary deliverable on this project.

1. *Aerial Photography*

- a) Aerial photography shall be taken with one of the following types of camera or their analog or digital equivalent:

- i) Wild RC20 or RC30 with a 6-inch Universal Aviogon lens.
- ii) Zeiss RMK 15/23 or Top 15 with a Pleogon lens.
- iii) Intergraph Z/I Imaging DMC (Digital Mapping Camera).

A calibration report shall be provided for the camera used. The report shall be prepared by United States Geological Survey (USGS) or the camera manufacturer within the last three (3) years.

- b) The nominal photography scale to be used for mapping shall not exceed 1" = 320'.

Any deviations in photo scale from this specification must be approved, in advance, by County.

- c) Flight tolerances shall be as follows:

- i) Coverage - the mapping limits and control for the flight shall fall within the central seven (7) inches of the photography.
- ii) Forward Overlap - Forward overlap shall not exceed sixty five percent (65%) or be less than fifty five percent (55%) and shall average sixty percent (60%).
- iii) Crab - Crabbing measured from the line of flight through the principal points shall not exceed 10 degrees between any two consecutive photographs and shall not average more than 10 degrees for any single flight line.
- iv) Tilt - Tilt defined as the departure of the optical axis of the camera from a plumb line shall not exceed 5 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 6 degrees.
- v) Time of Photography - Photography shall not be taken when the ground is obscured by haze, smoke, dust, clouds, cloud shadows, or snow. Photography shall be taken only when the sun angle is greater than 30 degrees above the horizon.
 - a. Fine grain negative film on polyester base such as Estar or equal shall be used. Exposing and processing shall be done in conformance with the manufacturer's recommendation and with accepted photographic practice. Negatives shall be clear and sharp in detail with normal density and contrast. Negatives shall show no streaks, static marks, chemical stains or other defects which would interfere with their intended use. There shall be a three (3) foot leader and trailer on all aerial film used for mapping.

2. *Aerotriangulation*

- a) The standard deviation of "unit weight" shall not exceed ± 0.0075 millimeter.
- b) The root-mean-square error of the xy vector shall not exceed ± 0.085 feet and no single point shall deviate more than 0.24 feet. The root-mean-square error of z

shall not exceed ± 0.015 feet and no single point shall deviate more than 0.36 feet.

- c) The maximum drill hole size shall be 0.050 millimeter for marking points on the diapositives for analog photography.
- d) A compiled listing of resultant residuals for the final aerotriangulation shall be furnished to the County.

3. *Map Accuracy*

For purposes of map accuracy, it is assumed that the map scale is 1" = 40' and one foot contours are plotted.

- a) At least ninety percent (90%) of all well-defined planimetric features shall be within 0.025 inch of their true positions and all shall be within 0.050 inch of their true ground position.
- b) At least ninety percent (90%) of all contours shall be within 1/2 contour interval of true elevation and all contours shall be within one contour interval of true elevation, except as follows:

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 the ground is visible. In those areas where spot elevations can be obtained photogrammetrically, at least ninety percent (90%) of all contours shall be within one contour interval or one half of 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. Orchards, vineyards, and other areas devoted to crops will be considered as open areas and are, therefore, not subject to larger tolerances in vertical accuracy.

Contours shall reflect the crown or cross slope of all paved areas including paved ditches and the accuracy tolerances allowed for contours shall not affect this requirement. In areas not obscured by grass, weeds or brush, at least ninety percent (90%) of all spot elevations shall be within 0.25 contour interval of true elevation and shall be within 0.50 contour interval of true elevation.

- c) In addition to the accuracy specified above for contours and spot elevations, the following shall apply:

The arithmetic mean of contours in open areas shall not exceed plus or minus the following values for the points tested on each map sheet.

<u>No. of Points</u>	<u>Max. Arithmetic Mean</u>
20	± 0.20 contour interval
40	± 0.15 contour interval
60 or more	± 0.10 contour interval

4. *Map Compilation*

- a) The mapping limits shall adequately cover each site as required to complete the Task Order.
- b) The contours shall be derived from a Photogrammetrically derived DTM. In steep terrain, contours may be plotted at two (2) foot intervals.
- c) Map contents, symbols, grid system, title blocks and editing style shall conform to County's mapping standards.
- d) Optical train or analytical or softcopy type photogrammetric plotters shall be used for map compilation. Projection type plotters will not be allowed.

5. *Prosecution and Progress of Work*

- a) Authorized County personnel shall have access to the photogrammetric mapping facilities and operations during normal working hours. These persons shall be furnished every reasonable facility for ascertaining that the work complies with the contract provisions. All work shall be subject to inspection and approval.
- b) Mapping shall become the exclusive property of County.

6. *Drawing files*

Drawing files shall be made up of one AutoCAD file. The files are to be developed in three (3) dimensions. The files shall be submitted in the following format:

- a) Master File - This file will consist of only a title block in paper space. If the site to be mapped requires more than one sheet, this file will have multiple layouts in paper space containing the additional title blocks. This file shall use the layer specifications in section 8. *AutoCAD Specifications* and have the Topography File referenced into it in paper space. A standard title block will be provided electronically.
- b) Topography File - This file will consist of all information including but not limited to contours and their labels, spot elevations, DTM break lines, control points, grid tics, and all planimetric features. This file will be referenced into the Master File and should not be trimmed or split into multiple files.
- c) Property lines and Limits of Refuse – The County will provide electronic files of the property lines and Limits of Refuse applicable to each site. The property lines and limits of refuse lines shall be shown on each site topographic file and mylars.

7. *Drawing file names*

The file created for this project shall be named as follows:

SITE	FILE NAME	
-------------	------------------	--

Barstow Sanitary Landfill	
Master File	09 BAR MF07 A
Topography File	09 BAR TP07 A
Cut/Fill File	09 BAR CF07 A
DTM File	09 BAR DT07 A
Colton Sanitary Landfill	
Master File	09 COL MF07 A
Topography File	09 COL TP07 A
Cut/Fill File	09 COL CF07 A
DTM File	09 COL DT07 A
Heaps Peak Disposal Site	
Master File	09 HP MF07 A
Topography File	09 HP TP07 A
Cut/Fill File	N/A
DTM File	09 LUV DT09 A
Lucerne Valley Landfill	
Master File	09 LUV MF07 A
Topography File	09 LUV TP07 A
Cut/Fill File	N/A
DTM File	09 LUV DT09 A
Milliken Sanitary Landfill	
Master File	09 MIL MF07 A
Topography File	09 MIL TP07A
Cut/Fill File	N/A
DTM File	09 MIL DT09 A
Parker Dam Disposal Site	
Master File	09 PD MF07 A
Topography File	09 PD TP07 A
Cut/Fill File	N/A
DTM File	09 PD DT07 A
San Timoteo Sanitary Landfill	
Master File	09 SAT MF07 A
Topography File	09 SAT TP07 A
Cut/Fill File	09 SAT CF07 A
DTM File	09 SAT DT07 A

8. AutoCAD Specifications

1. Master File Layer Specification

Layer Name	Color	Linetype
TB-Lines	5 - Blue	Continuous
TB-Logos-sbco	2 - Yellow	Continuous
TB-Logos-sbco	1 - Red	Continuous
TB-North_and_scale	2 - Yellow	Continuous
TB-Survey-data	2 - Yellow	Continuous
TB-Text	2 - Yellow	Continuous

2. Topography/Property Line/Limit of Refuse File Layer Specification

Layer Name	Color	Linetype
Asphalt	3 - Green	Continuous
Bench	1 - Red	Continuous
Concrete	3 - Green	Continuous
Control-Points	3 - Green	Continuous
Curbs	4 - Cyan	Continuous
DTM-break-lines	8 - Gray	Continuous
Fence	3 - Green	Dashed w/ X marks
Grid	1 - Red	Continuous
Contour-Index	2 - Yellow	Continuous
Contour-Index-Text	2 - Yellow	Continuous
Contour-Interim	1 - Red	Continuous
Misc-Lines	2 - Yellow	Continuous
Misc-Symbols	2 - Yellow	Continuous
Road-Asphalt	3 - Green	Continuous
Road-Dirt	1 - Red	Dashed
Spot-elevations-Text	1 - Red	Continuous
Spot-elevations-Mark	1 - Red	Continuous
Text	2 - Yellow	Continuous
Utilities	3 - Green	Continuous
Vegetation	32 - Brown	Continuous
Walls	4 - Cyan	Continuous
Water-Lines	1 - Red	Divide
Property Line	6 – Magenta	Phantom
Limits of Refuse	5 – Blue	Hidden

3. AUTOCAD PC2 File (Pen/Color assignments)

a) SOLID COLORS:

AUTOCAD COLOR	WIDTH (mm)	WIDTH (inches)	DESCRIPTION
1 - Red	.254	.020	Thin
2 - Yellow	.406	.026	Medium
3 - Green	.559	.022	Medium/Heavy
4 - Cyan	.711	.028	Heavy
5 - Blue	.864	.034	Heavy/Bold
6 - Magenta	1.026	.040	Bold
7 - White	.356	.024	Thin/Medium
8 - Gray	.152	.006	Fine
9 - Light Gray	1.270	.050	Super Bold
10 - Red (2)	.076	.003	Super Thin

b) SHADED COLORS:

Dark Tone: (50% Shade)

AUTOCAD COLOR	WIDTH (mm)	WIDTH (inches)	DESCRIPTION
12	.165	.0065	Fine
22	.229	.0090	Thin
32	.356	.0240	Medium

Medium Tone: (35% Shade)

AUTOCAD COLOR	WIDTH (mm)	WIDTH (inches)	DESCRIPTION
13	.165	.0065	Fine
23	.229	.0090	Thin
33	.356	.0240	Medium

Light Tone: (20% Shade)

AUTOCAD COLOR	WIDTH (mm)	WIDTH (inches)	DESCRIPTION
14	.165	.0065	Fine
24	.229	.0090	Thin
34	.356	.0240	Medium

A.1.3 DELIVERABLES

- a) Two (2) copies of 9" x 9" photo contact prints or approved equal for all sites.
- b) Two "E" size color photographs of each site mounted on 3/8" minimum form board. The photograph of each site will be reviewed by the County to determine final limits of the photographs. List cost for each separately. The photo should show a scale, north arrow and site name in a corner. The County may select only certain sites to receive this deliverable. **A digital copy of the photograph shall be submitted on a CD in TIF format.**
- c) In addition, low oblique color photographs will be flown at all the sites in this proposal. Four (4) low oblique color photographs will be taken, early in the fiscal year (which begins in July), of each of the above sites (one in each cardinal direction, if practical). The photo should show a site name in a corner. Each of the photographs shall be "E" size and mounted on 3/8" minimum form board. **A digital copy of the photographs shall be submitted on a CD in TIF format.**
- d) Hard copy drawings with San Bernardino County Title Blocks and also CADD digital drawings with and without the Title Blocks shall be required. Hard copy sheets shall be "E" size 4 mil. double matte mylar and shall include an index as needed. Coordinate data for control shall be tabulated and shown on the left edge of each sheet. Most sites will be plotted at a scale of 1" = 100' with two (2) foot contour intervals, and shall meet National Mapping Accuracy Standards for one (1) foot contour map interval.
 - i) File and Media format
Digital mapping data shall be furnished in AutoCAD release 2007 file

format. Finalized files shall be delivered on one (1) DOS format CD-ROM.

ii) Drawing Elements

All contour line work shall be in the form of 3D simple line strings. Spot elevations and break lines shall also be maintained at correct elevation. Text and all other features may be placed at arbitrary elevation.

iii) Text

All text shall be 0.1" in height with the exception of the titleblock information. All map text including but not limited to spot elevations, surface labels, contour labels, and grid labels shall be sized to 0.1 inches at map scale.

iv) Drafting Standard

All line work and symbolization shall substantially comply with County's mapping standards. Any deviation shall be approved in writing by County.

v) Leveling Specification

Drawing entities shall be placed according to the layer specification shown Section 8 – AutoCAD Specifications. Alterations to this specification may be made only if approved in writing by County.

- e) A DTM file in ASCII format shall be delivered. The DTM file shall be the same as that used to generate mapping contours and volume comparisons. It shall be of sufficient density and distribution to accurately depict the ground surface for generating one (1) foot contours and shall include spot elevations and breaklines.
- f) The Consultant shall perform all volumetric computations as required and provide a report of the volumetric difference between the current landfill surface and a previously mapped surface as supplied by County. **At the active site the Consultant shall be required to compare the current mapped surface with the previous five years surfaces to establish settlement factors.** The software used for this computation shall be verified for accuracy. A computation for each years comparison shall be provided.

The report of volumetric differences will be shown on COLOR "E" size sheets and shall include a one (1) foot contour interval residual (cut/fill) plot showing depths and locations of change between;

1. The current surface and the previous year's surface (Annual Site Activity)
2. The current surface and the 2004, 2005, 2006, 2007 and 2008 surface (Cumulative Site Activity) of the active site only.
3. The current surface and ultimate fill plan (Site Life)
At a level of one (1) foot of change for cut and fill in areas common to surfaces of both dates. Topography and property lines shall be shown as shaded background on cut/fill plots. This volume will cover the active area only which will include the soil borrow area. A sample map of this will be provided on request.

4. The County will markup draft copies of the maps to highlight areas where the volume calculation are to be performed.

Calculations shall be performed to determine the final "site-life" based on each site's ultimate grading plan and contour data. Ultimate grading plans and contour data will be provided by SWMD in digital form. Volumes shall be calculated in the same manner as above. When there is no digital data available the Consultant shall digitize the County provided topographic map to be used to volumetric calculations.

Cross-sections shall be plotted at 100' intervals at a 10:1 vertical to horizontal ratio and at a scale sufficient to fit on the maximum "E" sheet size. The cross-sectional area between both surfaces and the "site life" footprint shall be calculated and shown on each section. These cross sections will be for a visual aid only. No volumetric calculations are required for these cross sections.

A registered civil engineer or a licensed land surveyor shall sign, seal and date volumetric reports, cross sections and cut/fill plots needed in report form.

A.1.4 SCHEDULE FOR DELIVERABLES

- a) Aerial photography to be completed within ten (10) calendar days after Notice to Proceed is given and aerial control has been established by the County surveying department, weather permitting or as control is completed by the County Surveyor.
- b) Preliminary Color Cut/Fill Plans for "Site Activity", "Cumulative Site Activity" and "Site Life" on "E" size sheets shall be delivered within twenty-eight (28) calendar days following the aerial photography.
- c) Final Color Cut/Fill Plans for "Site Activity", "Cumulative Site Activity" and "Site Life" on "E" size sheets and digitally (on CD) shall be delivered within fourteen (14) calendar days following the review and acceptance of the Preliminary Cut/Fill plans.
- d) Preliminary Volume Calculation shall be delivered within fourteen (14) calendar days following the review and acceptance of the Preliminary Cut/Fill Plans.
- e) Final Volume Calculation shall be delivered within seven (7) calendar days following the review and acceptance of the Preliminary Volume Calculations.
- f) Preliminary Aerial Maps on white bond paper and electronically (on CD) shall be delivered within twenty-eight (28) calendar days following the aerial photography of each site.
- g) Final Aerial Maps on mylar and one (1) CD containing all drawing files for the project shall be delivered within fourteen (14) calendar days following review and acceptance of Preliminary Aerial Maps.
- h) Preliminary 9 x 9 Color Photographs shall be delivered within twenty-eight (28) calendar days following the aerial photography of each site.

- i) Two Color Photographs of each site mounted on 3/8" foam board shall be delivered within twenty-one (21) calendar days following the review and acceptance of the Preliminary 9 x 9 Color Photographs and a digital copy on CD of the photograph in TIF format.
- j) Four oblique color photos of each site from the four cardinal directions mounted on 3/8" foam board and digital copies on CD in TIF format within twenty one calendar days following the review and acceptance of the Preliminary 9 x 9 color photographs.