

**EXHIBIT A**  
**SCOPE OF WORK**

**CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

Preparation of an Environmental Impact Report for Recology Hay Road Land Use Permit Amendment no. 2 (U-11-09 Amend 2) for the project as described in the attached Exhibit A-1, in compliance with the California Environmental Quality Act.

Exhibit A-2 – Scope of Work by Ascent Environmental for preparation of an Environmental Impact Report for Recology Hay Road, dated April 21, 2017.



**County of Solano  
Standard Contract**

*For County Use Only*  
CONTRACT NUMBER:  
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Contractor named below:

Ascent Environmental  
CONTRACTOR'S NAME

2. The Term of this Contract is:

June 6, 2017 through June 6, 2019

3. The maximum amount of this Contract is:

\$267,175


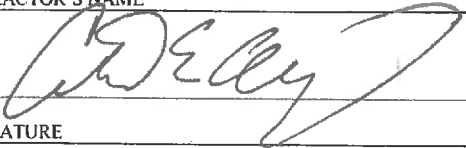
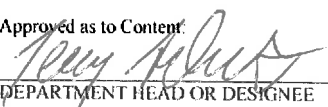
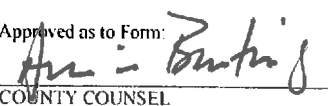
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on June 6, 2017.

CONTRACTOR	COUNTY OF SOLANO
Ascent Environmental	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
	Bill Emlen
SIGNATURE	Director
Curtis E. Alling, Principal	TITLE
PRINTED NAME AND TITLE	675 Texas Street
455 Capitol Mall, Suite 300	ADDRESS
ADDRESS	Fairfield, CA 94533
Sacramento, CA 95814	CITY STATE ZIP CODE
CITY STATE ZIP CODE	Approved as to Content:
	
	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	
	COUNTY COUNSEL

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

Rev. 1/25/12

## **EXHIBIT A-1**

### **Recology Hay Road Conditional Use Permit U-11-09 Revision - Project Description December 30, 2016**

#### **Introduction**

Recology Hay Road (RHR) is proposing several changes at their Hay Road facility ("facility"), which would require a revision to the site's Conditional Use Permit (U-11-09). The details of the proposed changes, as well as a brief description of the facility location and existing operations, are described below.

#### **Project Site Location**

The RHR property ("property") is approximately 640 acres in size and is located about eight miles southeast of the City of Vacaville in unincorporated Solano County, California. The RHR property is located immediately west of State Highway 113 at its intersection with Hay Road, at 6426 Hay Road. The Solano County General Plan designates the property within both extensive agricultural and intensive agricultural districts. Agricultural land uses surround the property with Travis Air Force Base located approximately four miles to the southwest. According to the Travis Air Force Base Land Use Plan, a majority of the Hay Road property falls within the Travis AFB LUP Zone C, with a small part of the northwestern portion of the property falling within Zone B2. Four rural residences are located within a two-mile radius of the property, two of the residences are located approximately 1.5 miles to the west, one residence is located approximately 1.3 miles to the south, and one residence is located approximately 1.1 miles to the north. Figure 1, Regional Location, shows the property location in a regional context.

#### **Existing Project Site Operations**

The property includes the Recology Hay Road Landfill ("landfill") facility, the Jepson Prairie Organics ("JPO") composting facility, and the Recology Vacaville Solano fleet maintenance shop ("Vacaville Shop"). The property also includes an 80-acre soil borrow pit area and approximately 200 acres of undeveloped land, of which a majority is currently being placed under permanent conservation easement. The property also includes an approximately 18-acre Bird Sanctuary Pond (BSP), which will also be placed under conservation easement, but will still receive site storm water and water pumped from the borrow pit.

The Recology Hay Road facility is a Class II and Class III waste management facility. The permitted landfill footprint is approximately 256 acres in size within the entire 640-acre property. The facility accepts non-hazardous solid waste, high-liquid-content waste, wastewater treatment plant sludge, designated waste, asbestos-containing waste, and waste requiring special handling. The Hay Road landfill is currently authorized by its Solid Waste Facility Permit (SWFP) and Conditional Use Permit to accept a maximum of 2,400 tons per day (tpd) of Municipal Solid Waste (MSW) for disposal and 2,500 tons of asbestos per month. The RHR Landfill has a permitted height of 215 feet above mean sea level (MSL) and a total volume of 37 million cubic yards.

The JPO composting facility is approximately 54 acres in size and is located entirely within the permitted boundary of the Hay Road Landfill. JPO operates under the same Conditional Use Permit, but has a separate Compostable Materials Handling Permit (CMHP) from the landfill's Solid Waste Facility Permit (SWFP). JPO is permitted to accept an average of 600 tpd of compostable green material, agricultural material and food wastes with a peak daily tonnage of 750 tpd. The average daily vehicles permitted at the landfill and JPO combined is 620 vehicles per day averaged over 7 days.

The Vacaville Shop is located in the northwestern corner of the RHR property, near the southeastern corner of Hay Road and Burke Lane. The Vacaville Shop provides parking and maintenance for the Recology Vacaville Solano fleet and is located outside of the permitted landfill boundary.

The soil borrow pit measures approximately 80 acres and has a current maximum excavation depth of approximately 60 feet below ground surface. The borrow pit is offset approximately 115 feet from Hay Road and 150 feet from the base of the adjacent landfill to the east.

As mentioned above, portions of the property will be placed under permanent conservation easement. During the early 1990's, Recology Hay Road, known at the time as NorCal Waste, underwent an expansion of the permitted landfill footprint. As part of this project, the facility was required to obtain a Nationwide Permit from the Army Corps of Engineers related to the fill of wetlands, which was issued on January 6, 1993. The Nationwide Permit included a condition requiring that several portions of the Hay Road property be placed under permanent conservation easement. A Wetlands Mitigation Plan was also prepared which outlined how mitigation for impacts to wetlands would be implemented. The areas to be placed under easement include the 40.57-acre Western Mitigation Area, which is located to the west of the soil borrow pit and to the south of the Vacaville Shop, and the 140.70 Eastern Mitigation Area, which is located to the south of the landfill. The Western and Eastern Mitigation Areas are not located within the permitted landfill boundary. The Bird Sanctuary Pond (BSP) is a manmade triangular-shaped feature located directly south of the landfill. The BSP will also be placed under permanent conservation easement, although it will still receive site storm water and water pumped from the borrow pit is located.

Figure 2, Overall Site Plan, shows the entire Hay Road property with the abovementioned operations labeled.

### **Proposed Project Elements**

As part of the proposed project, Recology Hay Road proposes changes to existing operations at the site.

#### **Lateral Expansion**

The proposed project includes a lateral expansion of the landfill boundaries. The proposed expansion would occur in a triangular shaped area ("triangle") located to the southwest of the current active landfill as shown on Figure 2, Overall Site Plan. The "triangle" is approximately 16 acres in size and would result in an increase to the landfill's disposal capacity by approximately 8.8 million cubic yards and would extend the estimated landfill life by approximately 9 years.

The proposed expansion area is relatively flat and currently undeveloped. No known cultural or historical resources are located in the project site. The triangle area is covered in grasslands and vernal pool habitats, which have the ability to support special-status species found in the area. Surveys and habitat assessments were conducted during 2016 for a number of species, including the Delta Green Ground Beetle (DGGB), listed branchiopods, burrowing owl, California Tiger Salamander, and special-status plants. These surveys are included as part of this CUP application package.

As discussed above, portions of the Hay Road property will be placed under permanent conservation easement as conditioned by the 1993 Nationwide Permit from the Army Corps of Engineers. The triangle area was originally included as an area required to be placed under easement. Working with the Army Corps of Engineers, Recology negotiated the purchase of mitigation credits to remove the easement requirement from the approximately 16-acre triangle-shaped parcel. At the direction of the Army Corps, Recology purchased 2.04 acres of vernal pool credits from Elsie Gridley Mitigation Bank on June 23, 2016 and received confirmation on July 8, 2016 from the Army Corps that the purchase of these credits effectively removed the easement requirement from the “triangle” parcel. At this time, the triangle is no longer encumbered by an easement requirement.

In addition to the proposed 16-acre expansion, the proposed project would increase the overall permitted waste disposal area by approximately another 8 acres. This is due to recent facility investigations that have led to a better understanding of the limits of DM-1 and property offsets. Recent borings show the existing underground limits of DM-1 to be greater than previously believed, which increases the permitted acreage of the landfill footprint. The site has also undergone reevaluations of the landfill boundaries to the north, south, and east sides to comply with specified offsets from property boundaries, which has resulted in additional acreage to the permitted landfill footprint. Combined, these additional 8 acres come from clarifying already existing conditions. Between the proposed 16-acre expansion and 8 additional acres due to clarifications, the proposed project would result in the overall permitted waste disposal area increasing from 256 acres to 280 acres.

#### **Modification to the Existing Soil Borrow Pit**

The permitted depth and size of the facility’s soil borrow pit would be increased to accommodate the increased need for soil at the site. The existing borrow pit measures approximately 80 acres with a current maximum excavation depth of approximately 60 feet below ground surface. The proposed project would deepen the borrow pit by an additional 88 feet below ground surface to obtain additional soil volume for use in the landfill construction and operation activities, providing an additional 3.6 million cubic yards of soil for the site. The proposed project would also increase the footprint of the borrow pit by approximately 6 acres (to approximately 86 acres).

#### **Facility Average and Peak Tonnage**

The proposed project would revise the daily tonnage for disposal to be 2,400 tpd over a 7-day average, with a 3,400 tpd peak. The inclusion of an average and a peak tonnage limit would allow the facility to balance high volume and low volume days that may occur.

### **Construction and Demolition (C&D) Sort Line**

The proposed project would also include the ability for the facility to process construction and demolition (C&D) materials. Incoming C&D waste streams would be processed by a portable set of equipment, primarily screens, sort lines, and a shredder, which could be moved around the site as the landfill cells are developed. The footprint of the C&D sorting operation would be approximately 150 feet by 300 feet, which would include all equipment and stockpiled materials. The sort line equipment would be diesel powered and would obtain all necessary permits through the Yolo-Solano Air Quality Management District. The site already is permitted to receive C&D materials. The sorting of this waste stream would allow for greater recovery of recyclable materials and greater diversion of materials being landfilled.

### **Organics Transload Operation**

The proposed project also includes the construction of an organics transload facility adjacent to the Vacaville Shop. The approximately two-acre transload facility would be located directly to the east of the existing Vacaville Shop as seen in Figure 2, Overall Site Plan. The current project site is relatively flat and currently undeveloped. No known cultural or historical resources are located in the project site. The project site is partially visible from Hay Road, although a row of eucalyptus trees and earthen berm partially block views of the site from the road. No special-status plants or animals are found on the site, although the adjacent eucalyptus trees may provide habitat for nesting birds. The entire transload facility would be paved, which would result in increased impervious surfaces and stormwater flow, and stormwater infrastructure may need to be expanded accordingly.

The transload operation would include a metal, 3-sided, covered bunker with a concrete push wall to receive organic materials. The structure would be approximately 35 feet in height, 150 feet long, and 90 feet wide. The facility would also include an incoming and outgoing scales and a scalehouse, located along on the entry road in the northern portion of the site. All proposed structures would be located outside of the 60-foot buffer from Hay Road as required by the Solano County Zoning Code. Figure 3, Organics Transload Conceptual Site Plan, shows a site plan of the proposed transload facility.

Organic materials, such as food and green waste, would be received from collection trucks, then consolidated and transferred offsite via transfer truck for further processing. Up to four (4) transfer trucks per day would be needed to transfer the material. Parking for the transfer trucks would be provided onsite in the southeast corner of the facility. The organics transload area would receive up to 200 tpd, or 40,000 tons per year. Materials would be removed from the site within 48 hours.

Organic materials would be delivered to the site in Recology collection trucks and self-haul vehicles, and transported offsite in Recology transfer trucks to another facility for further processing. Self-haul vehicles would enter the facility and travel west along the entrance road to the scale house for weighing, and then travel south to the transload facility for dumping before traveling northwest back up to the scale house to be weighed again before exiting the facility. Collection trucks would enter the facility and travel west along the entrance road to the scale house for weighing, and then travel south to the transload facility for dumping before traveling along the eastern side of the property to exit the facility. Transfer trucks would enter the facility and travel west along the entrance road and passing the scale house (they will not be

weighed at this facility). The transfer trucks will drive along the southern edge of the transload facility to load up, and then proceed north along the eastern side of the property to exit the facility. Figure 3, Organics Transload Conceptual Site Plan, shows the traffic circulation of each type of vehicle at the facility.

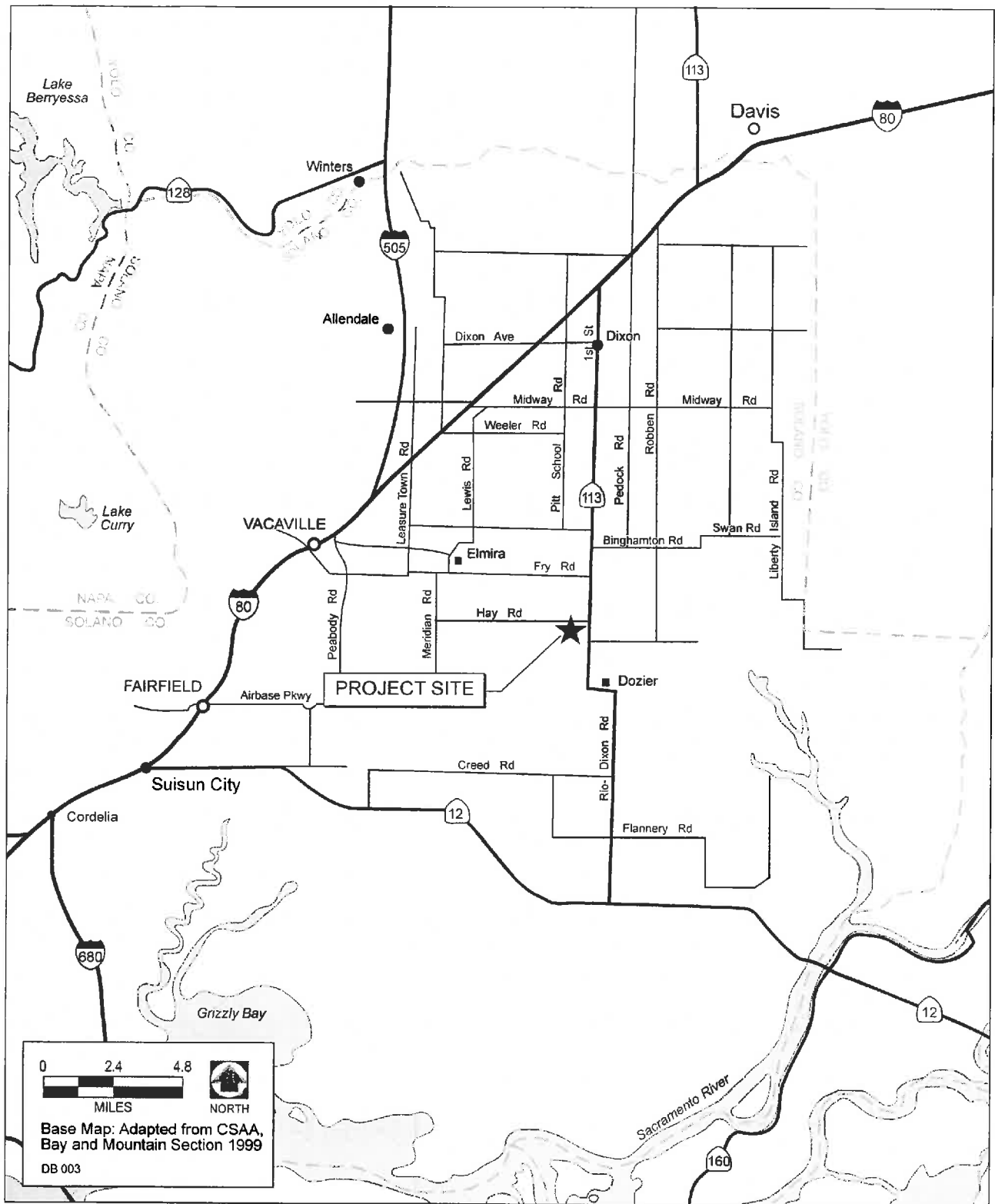
The facility would result in a four (4) drivers, one (1) operator, one (1) laborer, and one (1) weighmaster, for a total of seven (7) new employees. Employees would park at the employee parking lot at the adjacent Vacaville Shop. Employees would utilize the restrooms facilities at the Vacaville Shop as well. According to an evaluation prepared in May 2015 by Campi Engineering for the existing sewage disposal system at the Vacaville Shop, the system was originally overdesigned to accommodate future expansion. The system is currently operating at less than 50 percent of its design flow and could accommodate the increased effluent flow associated with an additional seven (7) employees.

#### **Friable Asbestos Disposal**

The proposed project would also allow the receipt and disposal of friable asbestos at the landfill outside of Disposal Module 1 (DM-1). The facility is currently permitted to receive up to 2,500 tons per month of friable asbestos, and is restricted to disposal only in DM-1. The proposed project would not increase the permitted asbestos tonnage limits, but would allow friable asbestos disposal in landfills 3 and 4, which are delineated on Figure 2, Overall Site Plan. All procedures outlined in the facility's Asbestos Containing Waste (ACW) Handling Procedures would still be followed and updated as needed. The facility also received non-friable asbestos, which is not considered hazardous and may be disposed of with the MSW.

#### **Conditional Use Permit**

The proposed project would also include a revision to the existing Use Permit for purposes of eliminating provisions that are outdated or are within the regulatory jurisdiction of local and/or state agencies other than Solano County Planning to avoid inconsistencies and/or unnecessary redundancy.

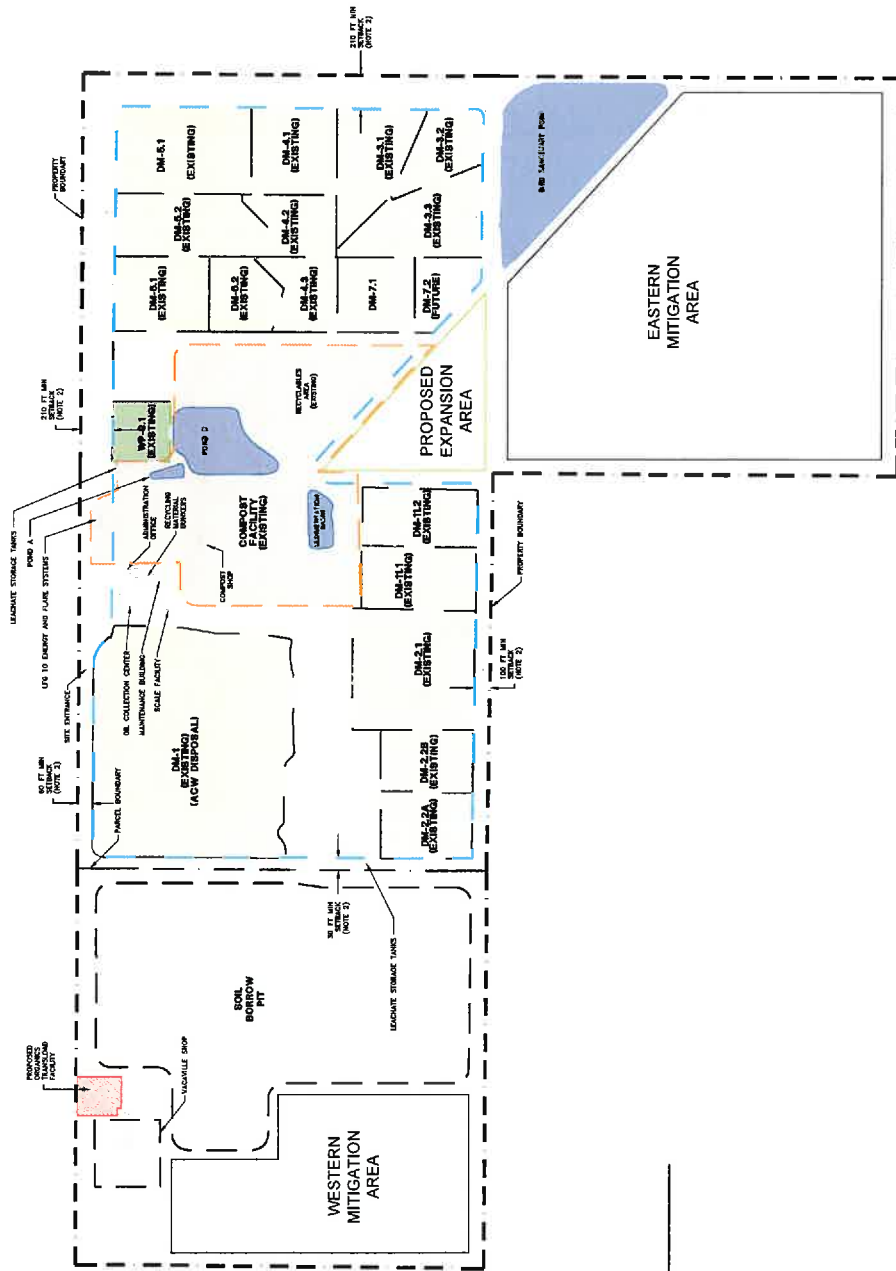
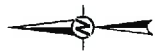


Source: Douglas Environmental, 2009

Figure 1

Recology Hay Road  
Regional Location





- LEGEND**
- PROPERTY BOUNDARY
  - SOIL BORROW PIT LIMIT
  - LANDFILL BOUNDARY
  - COMPOST/RECYCLING AREA
  - SEDIMENTATION BASIN/POND
  - SLUDGE FACILITY
  - ACTIVE DISPOSAL MODULE
  - PROPOSED ORGANICS TRANSLOAD FACILITY

- NOTES**
- DRAWING UPDATED AS OF MAY 2016 TO REFLECT UPDATED CONSTRUCTED CELL.
  - SETBACK DISTANCES ARE REFERENCED TO PROPERTY LINE.

CLIENT  
RECOCLOGY HAY ROAD  
VACAVILLE, CA

CC-S&L UNIT

DATE	2016-11-23
DESIGNED BY	DMN
DRAWN BY	DMN
CHECKED BY	DMN
APPROVED BY	DMN



**Figure 2 - Overall Site Plan**

PROJECT  
CONDITIONAL USE PERMIT UPDATE

# LEGEND

- (1) TRANSFER STATION
- (2) ORGANICS TRANSLOAD STATION
- (3) PARKING
- (4) SCALEHOUSE
- PARKING
- SCALE LANE
- SELF HAUL ROUTE
- TRANSFER TRUCK ROUTE
- COLLECTION TRUCK ROUTE
- CONCRETE CURB
- COVERED AREA
- ORGANICS TRANSLOAD SITE
- SCALE
- PROPOSED STRUCTURE
- PAVED AREA
- RECOLOGY VACAVILLE SOLANO DIXON OPERATIONS FACILITY BOUNDARY



REFERENCE  
AERIAL IMAGERY OBTAINED FROM ESRI BASEMAP WEB  
SERVICE TITLED WORLD IMAGERY, BASED ON MICROSOFT  
BING, DATE OF IMAGERY: FEBRUARY 4, 2012.

RECOLOGY VACAVILLE SOLANO DIXON OPERATIONS FACILITY  
VACAVILLE, CA

PPS LOG  
CONDITIONAL USE PERMIT UPDATE

Figure 3  
ORGANICS TRANSLOAD FACILITY  
CONCEPTUAL SITE PLAN

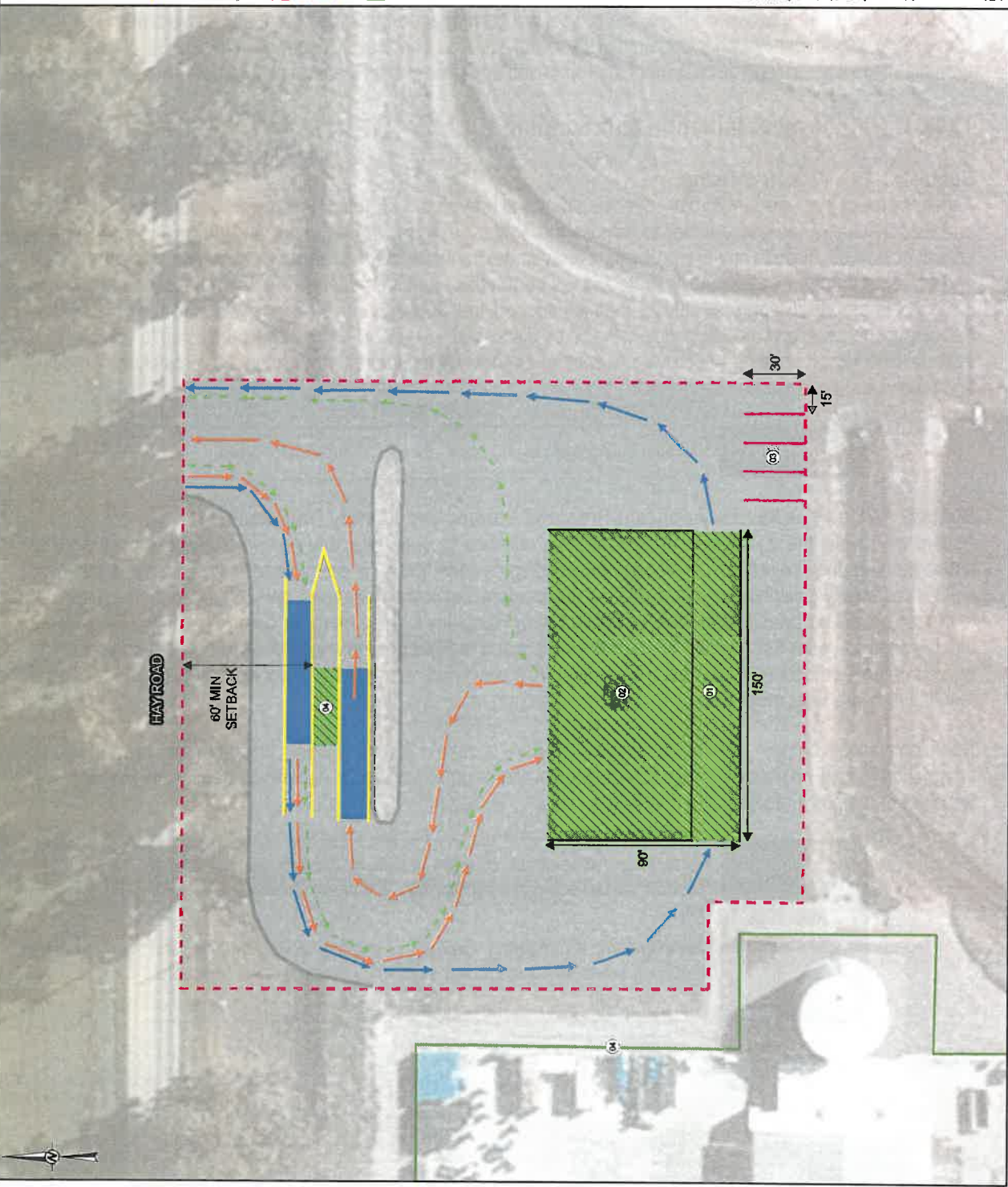
DATE	2016-11-30
DESIGNED BY	CMN
CHECKED BY	CMN
DESIGNED BY	MM
APPROVED BY	MM
DATE	2016-11-30



PROJECT NO.  
1689435

REV.  
A

PLATE  
2



## EXHIBIT A-2

### Scope of Work

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The following scope of work provides a detailed account of the anticipated activities to be conducted by Ascent Environmental to assist Solano County in conducting the CEQA process for the proposed Hay Road Landfill Conditional Use Permit Amendment project. The scope assumes CEQA compliance with a Subsequent EIR, pursuant to CEQA Guidelines Section 15162, making maximum use of analyses from the 1993 EIR and 2004 Subsequent EIR. As discussed above, the project will be managed by Chris Mundhenk, project manager, and Curtis Alling, project director/principal. Both of these individuals will be actively engaged in all aspects of the project, from meetings and strategy development to preparation and review of all material prior to delivery to the County.

#### Task 1 Project Initiation and Scoping

##### Subtask 1.1 Kickoff Meeting

Ascent's project manager and project director will attend one project kickoff meeting with County staff, Recology, and its consultants (as appropriate) to discuss the status of project development and design, identify/confirm project objectives, discuss any areas of controversy and potential strategies, discuss key issues and sensitivities, and establish communication/review protocols. As part of this meeting, Ascent will confirm the scope and timing of applicant-prepared technical studies that will support the Subsequent EIR's analysis with the County and Recology. The general project schedule will also be discussed. Ascent will work with County staff to establish the agenda. The kickoff meeting will provide Ascent an opportunity to inquire further about the project, the process, and receive data or documents.

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Deliverables
Kickoff meeting agenda and notes (Electronic Submittal – Word)

##### Subtask 1.2 Peer Review Applicant-Prepared Studies and Identify Data Needs

Ascent will review the documents and information received to date, plus any new information provided at, or subsequent to, the project kickoff meeting by Recology's consultants. It is assumed that up to three technical studies (air quality/greenhouse gas/health risk assessment, biological resources, and cultural resources) specific to the project will be submitted in Word or pdf format by Recology to the County for peer review and incorporated into the analysis of the Subsequent EIR. Ascent will provide red-line/track changes copies of each technical report with comments embedded within each document. Any meetings requested by Recology or its consultants as a result of Ascent's peer review would be performed as part of Task 4, below.

Upon completion of peer review, Ascent will prepare a memo for the County documenting any additional information that will be needed to describe the project and its potential effects. Ascent will identify any key technical issues or data gaps that should be addressed.

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Deliverables
Up to three red-line/track changes copies of Ascent's peer review of technical studies submitted by Recology (Electronic Submittal – Word or pdf)
Memorandum summarizing review of existing documentation and identifying areas where additional study may be necessary (Electronic Submittal – pdf)

### **Subtask 1.3 Site Visit**

Following the kickoff meeting identified in Task 1.1 above, Ascent will schedule a site visit with the project management team and project analysts. Up to three members of the Ascent project team will attend the site visit for the purposes of familiarizing ourselves with on-site resources and to conduct reconnaissance surveys an initial visual resource assessment, and general site observations. It is assumed that one day will be adequate to confirm the results of biological resources surveys conducted by Recology's consultants and obtain several representative viewpoints of the project area from on and offsite. Any additional field study beyond the items detailed above would be included as part of the Phase 2 scope of work.

### **Subtask 1.4 AB 52 Consultation**

Consistent with Assembly Bill (AB) 52 (Gatto 2014) requirements, the California Natural Resources Agency recently adopted revisions to Appendix G to include tribal cultural resources as an issue area to be evaluated under CEQA. For the purposes of this scope of work and based on conversations at the pre-bid meeting, it is assumed that up to two Native American tribes may request consultation, pursuant to AB 52. As a first step, Ascent will prepare letters for the County's use in notifying California Native American tribes who have previously requested such notification of their opportunity to request consultation on the project. It is assumed that County staff will send notification letters to the appropriate tribes and will be responsible for the scheduling of all consultation meetings, if requested. For the purposes of this scope of work, it is assumed that up to two tribes may respond, requesting consultation. Ascent's project manager and tribal consultation lead will attend up to two consultation meetings per tribe, be available to discuss AB 52 requirements and the EIR process, and prepare notes summarizing each meeting. Ascent will also compile a record of all consultation materials (i.e., emails, letters, meeting notes, etc.) to be included as part of the administrative record and as evidence of the County's "good faith" and "reasonable effort," pursuant to AB 52.

Deliverables
Meeting Notes for Each Consultation Meeting (Electronic submittal – pdf)
Compiled Record of Consultation (Electronic submittal – pdf)

### **Subtask 1.5 Prepare Notice of Preparation and Initial Study**

Upon completion of the above tasks, Ascent will prepare a draft notice of preparation (NOP). The NOP will include a brief project description, project location, and a list of probable environmental effects. Ascent will provide a brief disclosure of issue areas determined not to be clearly less than significant and not requiring further analysis as part of the Subsequent EIR. Ascent will submit the draft NOP to the County for review, incorporate any comments received, and produce up to 25 hard copies of the final NOP for distribution. Ascent will submit 15 copies of the NOP to the State Clearinghouse, along with a notice of completion (NOC), required by the State CEQA Guidelines Section 15085(d). The NOP will also be provided electronically to the County for posting on the County's website. It is assumed that the County maintains a mailing list of interested agencies and parties, and that Ascent will utilize this list for distribution of the NOP (by certified mail to responsible, trustee, and involved federal agencies). Ascent will also arrange for posting of the NOP in *The Daily Republic*, a local publication serving the project area.

Coordination with responsible/trustee agencies and interested stakeholders would be performed as part of Task 4, below. Upon completion of public review of the NOP, Ascent will review all comments received by the County and discuss, as necessary, with the County whether the scope of environmental analysis needs to be refined based on public comment.



Deliverables	Administrative Draft NOP (Electronic submittal – MS Word and pdf) Public Review NOP (Electronic submittal – MS Word and pdf; 15 and 20 hard copies submitted to State Clearinghouse and the County, respectively)
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### Subtask 1.6 Scoping Meeting(s)

Ascent staff (project manager and assistant project manager) will prepare for and attend two scoping meetings (one for agencies during the day and one for the general public in the evening) to be held on the same day and be available to discuss the EIR process, as needed. It is assumed that County staff will arrange for the meeting space, and prepare any presentation materials pertaining to the project itself and its technical issues. Ascent will prepare materials (assumed to be a PowerPoint presentation) pertaining to CEQA and the environmental process. Ascent will provide comment cards for use by meeting participants, and will be responsible for capturing summary notes of public and agency comments. It is assumed that verbatim recording or use of a court reporter is not necessary at this time; however, Ascent could arrange for a court reporters to be present, if requested. It is assumed that any noticing beyond the NOP itself will be the responsibility of the County.

Deliverables	Scoping meeting presentation materials on environmental process (PowerPoint slides) Comment cards (30 hard copies) Summary notes of scoping comments (Electronic submittal – MS Word and pdf)
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## Task 2 Prepare Wildlife Hazard Assessment

SWCA will prepare a wildlife hazard assessment that evaluates the potential for the project to increase wildlife hazards during aircraft operations at Travis Air Force Base. The project site is located within Wildlife Hazard Area Perimeter C, a perimeter established five-miles from runways at the base. This is considered to be an additional sensitive aircraft operating area, and as such, proposed land use changes, including amendments/revisions to a conditional use permit, must be evaluated by a qualified biologist to determine whether increases in wildlife hazards would occur. The analysis will include an assessment of the landfill's existing bird deterrence program and Bird Aircraft Strike Hazard (BASH) strategies, consistent with Zone C requirements identified in the Solano County Airport Land Use Commission (ALUC) Land Use Compatibility Plan (LUCP). It is assumed that the County or Recology will provide the following information: roles of personnel responsible for landfill operations, aircraft movement patterns through the landfill study area, a copy of the current landfill wildlife hazard management plan and a log of past and present landfill management practices, and biological data (collected by ESA) for the landfill. This information will then be compared against bird strike information in the FAA's National Wildlife Strike Database and data from Recology's on-site biological surveys to indicate the relative occurrence of birds at the landfill. SWCA's Qualified Airport Wildlife Biologist (QAWB) will conduct a one day site assessment survey at the existing landfill, the proposed expansion area and the surrounding areas. During the site visit the QAWB will make wildlife observations from a variety of vantage points. The observations will focus on collecting the following data:

- Birds – Record bird species present and note abundance, activity, and location, type of habitat used, time and date of observations. Note evidence of bird activity such as fecal material and regurgitated pellets under structures used for perching.

- ▶ **Mammals** – Document mammals observed and evidence of mammal activity such as scats, tracks, runs, and burrows and include time and date of observations, activity, location, and type of habitat used. Estimate relative abundance, activity, and habitat use.
- ▶ **Habitat Attractants** – Assess habitats and man-made attractants on and around the landfill.
- ▶ **Wildlife/Habitat Relationship** – Observe and record how the wildlife observed is using the habitat on the landfill.

Based on the analysis conducted, SWCA will provide recommendations to reduce wildlife hazards (if necessary), including modifications to the existing Plan or project. SWCA will provide a draft report to the County for review and comment. Upon receipt of a one set of consolidated and reconciled comments, a final wildlife hazard assessment will be prepared and included as an appendix to the Subsequent EIR.

<b>Deliverables</b>	Initial Draft Wildlife Hazard Assessment (Electronic submittal – MS Word and pdf)
	Final Draft Wildlife Hazard Assessment (Electronic submittal – MS Word and pdf)

### **Task 3      Prepare Draft Subsequent EIR**

#### **Subtask 3.1:    Prepare Administrative Draft Subsequent EIR**

Ascent prepares environmental documents to be easily readable, as well as technically sound and credible. Any highly technical information needed to support the analysis will be included in a technical appendix, and a clear and concise summary of this information will be presented in the Subsequent EIR. The environmental setting and regulatory setting for each resource area will only focus on the issues of potential environmental impact concern for the project. At this time, the Subsequent EIR is proposed to include chapters addressing the following:

##### *Introduction*

Ascent will prepare an introduction to the Subsequent EIR that describes the history of the landfill and the project, and the environmental review process to date including a summary of past environmental documents for the project site.

##### *Project Description*

An accurate and complete project description is central to EIR defensibility and sets the stage for the EIR analysis. Ascent will use project information received from the County, Recology, and its consultants to prepare the Subsequent EIR project description as early in the process as possible to confirm that all elements of the project are appropriately described. Ascent will work with County staff to fill in any gaps we identify. The Subsequent EIR project description will identify project objectives; project characteristics, including permanent project features and operational details (e.g., additional years of landfill operation as a result of project); construction information such as phasing, timing (to the degree known), and equipment use; and a list of discretionary approvals expected to be needed for project implementation. The draft project description will also describe existing operational characteristics and features of the existing landfill, such as groundwater, surface water, leachate, and landfill gas monitoring activities. The project description will include a list of potentially required permitting actions and other information relevant to an understanding of the project.

##### *Aesthetics and Visual Resources*

The Subsequent EIR analysis will describe how implementation of the project would alter views of the site from State Route (SR) 113, Hay Road, and nearby viewpoints, and describe any light- and glare-related impacts.

Mitigation will be recommended to reduce or eliminate project impacts, where necessary. Visual simulations are not anticipated to be required and are not included as part of this scope of work.

#### *Agricultural Resources*

It is anticipated that, upon completion of review of the components of the project and preparation of the NOP, this issue area will be deemed appropriately evaluated as part of the 1993 EIR and other subsequent documentation. Ascent will include justification as part of a separate chapter devoted to issues not evaluated further within the Draft Subsequent EIR for this determination.

#### *Air Quality and Greenhouse Gas Emissions*

Based on information provided by Recology and County staff, it is assumed that Sierra Research, under contract directly with Recology, will provide a stand-alone technical report that evaluates the potential increases in criteria air pollutants, toxic air contaminants, and greenhouse gas emissions, as a result of project implementation. Ascent will incorporate the results of that study into an EIR section that meets the requirements of CEQA. Peer review of the technical study will be conducted as part of Task 1.2, and it is assumed that any comments submitted to Recology's consultant will be addressed prior to incorporation into the Subsequent EIR by Ascent. If necessary and not otherwise provided by Sierra Research, Ascent will provide a qualitative evaluation of odors based on current and historic noise complaints. Based on statements made by Recology staff at the pre-bid meeting, the majority of odor complaints at the Hay Road Landfill are related to current composting activities, which would be modified by the project. Ascent will also, based on similar composting activities at other Recology facilities, include a qualitative evaluation of whether the modifications would result in reduced odors perceived by nearby receptors.

#### *Biological Resources*

The biological resources section will summarize the results of previous studies conducted at the project site by Recology's current and previous biological consultants, the observations made onsite during Task 1, local biological inventories, and California Department of Fish and Wildlife (CDFW) and US Fish and Wildlife Service (USFWS) databases for local/regional sensitive species. Based on our current understanding of the site, the majority of the existing landfill is nonnative grassland with some vernal pools and wetlands within the greater site.

The environmental setting section of the biological resources section of the Subsequent EIR will be prepared and will include an exhibit showing the location and extent of potential sensitive biological resources in the project area. Potentially significant direct and indirect impacts on biological resources that could result from implementation of the project will be described. Feasible and practical mitigation measures that would minimize or eliminate potential adverse impacts on biological resources will be provided.

#### *Cultural and Paleontological Resources*

Using a stand-alone cultural resources technical report to be provided by Recology and peer-reviewed as part of Task 1, Ascent will prepare a cultural resources section of the Subsequent EIR. It is assumed that the cultural report will include updated records search information, including contact with the Native American Heritage Commission (NAHC). Peer review of the technical study will be conducted as part of Task 1.2, and it is assumed that any comments submitted to Recology's consultant will be addressed prior to incorporation into the Subsequent EIR by Ascent. Ascent will also summarize the results of the AB 52 consultation as part of this section of the Subsequent EIR.

The Subsequent EIR section will include a discussion of the applicable federal, State, or local policies and regulations; a summary of the prehistory and history of the project area; a summary of the methods used to evaluate cultural resources, as described in the technical report; a listing of the criteria for determining significance; a description of historic properties or historical resources; and a list of impacts and related mitigation measures.

### *Geology and Soils*

This section will analyze potential project-related environmental impacts related to soil stability, landslides, seismicity, and soil erosion. It is assumed that the project applicant will provide some information regarding geologic/geotechnical evaluations of the project area (primarily the new disposal area), or the Subsequent EIR will be based on other available published information (soils maps, general plan discussions, etc.). The Subsequent EIR will provide a brief description of the geologic setting, including soil characteristics, and topography. The Subsequent EIR will describe any modifications to the landfill's existing groundwater monitoring system as part of its analysis. Ascent will recommend feasible mitigation measures to reduce or avoid significant impacts. Ascent will also evaluate potential impacts related to mineral resources as part of this section of the Subsequent EIR.

### *Hazards and Hazardous Materials*

The Subsequent EIR will describe the existing site operations and will identify any potential human exposure hazards associated with these operations. The potential for the proposed landfill modifications to increase the use of hazardous materials or to increase the acceptance of hazardous materials will be identified. The facility's Hazardous Materials Business Plan will be discussed and necessary updates to this plan will be identified based on changes to the types and/or quantities of hazardous materials being handled at the facility. It is also anticipated that a substantial portion of this analysis will focus on increasing the allowable area within the existing landfill property for friable asbestos disposal. The Subsequent EIR will describe any modifications to the landfills existing vector control protocol, hazardous waste screening, and landfill gas management system as part of its analysis.

The storage, processing and composting of waste materials on the site can attract flies, rodents and other vectors. As part of the project operations, the facility operator currently uses a number of techniques to control vectors. The effectiveness of these and other potential measures to control vectors associated with the modified operations will be evaluated. In addition, other best management practices will be identified, as appropriate.

Compost material has the potential to spontaneously combust at high temperature and low moisture content, creating a potential fire hazard. The potential fire hazards associated with the modified composting operations will be determined in the Subsequent EIR.

### *Hydrology and Water Quality*

Ascent will use all applicable groundwater studies and reports, including groundwater monitoring results, already prepared for the landfill in the Subsequent EIR analysis. The Subsequent EIR will describe the existing hydrologic setting of the site and surrounding area. Local drainage conditions will be discussed, as well as the regulatory context for both drainage control and water quality. The information included in the previous CEQA documentation and recent planning documents regarding the site's existing drainage characteristics will be summarized. The existing drainage facilities that could be affected by the proposed project will be identified.

Based on existing studies and documentation, this section will include an assessment of the water quality effects of implementing the proposed modifications. The Subsequent EIR will also describe any modifications to the landfills existing leachate and surface water monitoring systems as part of its analysis. Potential water quality degradation and soil erosion within the site's drainage system associated with site construction and operations will be qualitatively described. The focus of the analysis will be on the operational components of the project that could degrade water quality due to the large volume of waste materials that would be processed on the site, although a discussion of potential construction effects and how best management practices will be implemented may also be necessary. Original research, additional subsurface exploration, additional laboratory testing, and additional modeling are assumed to not be needed. Mitigation measures will be recommended for significant and potentially significant effects.



### *Noise and Vibration*

The Subsequent EIR setting will include a presentation of fundamental noise principles and descriptors; identification of applicable federal, State, and County regulations; and a description of existing noise conditions within the project area and the nearby vicinity. The noise setting will include identification of major noise sources in the area (e.g., vehicle traffic on State Route 113, Travis Air Force Base, agricultural activities), ambient noise levels, and natural factors that relate to the attenuation thereof. This information will be based on existing documentation and site reconnaissance. No noise measurements will be conducted as part of this scope of work.

Ascent will assess noise generated by the construction and operation of new facilities on the project site using published reference noise level measurements for the types of equipment that would be used, and will estimate the resultant levels of noise exposure at the closest off-site noise-sensitive receptors using standard attenuation rates using calculation methods recommended by Caltrans and the Federal Transit Administration. Noise-generating activities analyzed will include the deepening and widening of the soil borrow pit, equipment operated as part of the new processing of construction and demolition (C&D) materials, the organics transload facility, operations associated with the friable asbestos disposal area, construction of new structures, and demolition of existing structures.

Ascent will also evaluate traffic noise levels associated with project-related vehicle trips. The traffic noise analysis will account for an increase in peak daily disposal tonnage at the landfill. As outlined in the scope for transportation and circulation below, it is assumed that this analysis will not involve a change in the number of vehicles but may result in a change in the type of vehicles (e.g., use of multi-trailer disposal vehicles instead of single-trailer vehicles). For project-generated transportation-related noise, average daily traffic volumes and distribution characteristics from existing County and landfill records and prediction methods will be used to assess increases at noise-sensitive receptors located along affected routes. Traffic noise levels will be estimated using equations and methods consistent with the Federal Highway Administration's Traffic Noise Model. Traffic model runs will be performed for up to six different local roadway segments. It is assumed that none of the new/modified vehicle trips would occur during noise-sensitive nighttime hours when they could have the potential to result in sleep disturbance at residential receptors. Vibration impacts will be dismissed because the project would not result in the operation of new sources that generate substantial levels of ground vibration near vibration-sensitive receptors, and none of the facilities included in the project would be sensitive to ground vibration. Mitigation measures will be prepared, as needed, that clearly identify timing, responsibility, and performance standards.

### *Population and Housing*

It is anticipated that, upon completion of review of the components of the project and preparation of the NOP, this issue area will be deemed appropriately evaluated as part of the 1993 EIR and other subsequent documentation. Ascent will include justification as part of a separate chapter devoted to issues not evaluated further within the Draft Subsequent EIR for this determination.

### *Public Services*

It is anticipated that, upon completion of review of the components of the project and preparation of the NOP, this issue area will be deemed appropriately evaluated as part of the 1993 EIR and other subsequent documentation. Ascent will include justification as part of a separate chapter devoted to issues not evaluated further within the Draft Subsequent EIR for this determination.

### *Public Utilities*

It is anticipated that, upon completion of review of the components of the project and preparation of the NOP, this issue area will be deemed appropriately evaluated as part of the 1993 EIR and other subsequent documentation. Ascent will include justification as part of a separate chapter devoted to issues not evaluated further within the Draft Subsequent EIR for this determination.

### *Transportation and Circulation*

KD Anderson will prepare a stand-alone traffic analysis that evaluates the potential transportation and circulation impacts associated with the increase in peak tonnage, addition of an organics transload facility, and special disposal events that may be hosted at the landfill in the future, and that is consistent with Solano County and Caltrans requirements.

As part of the traffic study, the existing circulation system and traffic operating conditions around the landfill will be described. Current intersection capacities will be determined based on Solano County GP thresholds or other measures accepted by Caltrans District 4, and intersection operating Levels of Service will be calculated based on new traffic count data. Based on the 2012 IS/MND that was prepared for the site, the following intersections have been preliminarily identified for analysis during a.m. and p.m. midweek peak hours:

1. I-80 WB ramps / Oday Rd
2. Midway Rd / Oday Rd
3. I-80 EB ramps / Midway Rd
4. Midway Rd / Porter Rd

An additional, four intersections will be analyzed during a.m. and p.m. midweek peak hours and Saturday peak hour:

1. SR 113 / Midway Rd
2. SR 113 / SR 12
3. SR 113 / Hay Rd
4. Hay Rd / Project Entrance

The following six roadway segments will also be addressed:

1. Hay Rd west of SR 113
2. SR 113 south of Hay Rd
3. SR 113 north of Hay Rd
4. SR 113 south of Midway Rd
5. Midway Rd west of SR 113
6. Midway Rd west of Porter Rd

A field review of study area intersections and roadway segments will be conducted. Operating Levels of Service (LOS) and roadway system performance will be analyzed using methodologies acceptable to the County. Intersection analysis methodology presented in the 2010 Highway Capacity Manual (HCM) will be used, and roadway segment LOS will be identified based on thresholds presented in the Solano General Plan DEIR. Any current design limitations or safety deficiencies on study area roads and intersections will be identified. Peak hour traffic signal warrants will be assessed at study intersections.

The number of trips that may be generated by the various uses of the project will be estimated through application of trip generation rates developed from new traffic counts and discussion with the landfill operator with regard to the projected uses. The extent to which the proposed project results in increased daily or peak hour haul activity will be determined from the project description and the number of additional trips generated by the project will be determined for each future year. The distribution of project automobiles and truck trips will be determined based on consideration of the landfill's current and anticipated service area.

New Project trips will be superimposed onto the background volumes to create the "Plus Project" scenarios for existing and future year conditions. Resulting Levels of Service will be calculated and compared to the thresholds

of significance adopted by Solano County for study intersections and roadway segments. Peak hour traffic signal warrants will be evaluated.

The Solano-Napa regional travel demand forecasting model will be employed to help forecast future background traffic volumes for the study area. Daily segment and peak hour turning movement traffic volume forecasts will be made using the growth increment method techniques contained in Transportation Research Board's (TRB's) NCHRP Report 255, Highway Data for Urbanized Area Project Planning and Design. Operating LOS and roadway system performance will be analyzed for the 'No Project' conditions.

The extent to which mitigation measures are needed to reduce project specific impacts to a less than significant level will be identified. Alternative mitigation measures required to eliminate current safety problems, to reduce project impacts to a less than significant level, or to meet other County or Caltrans standards will be identified.

Upon completion of the technical analysis, a written report will be prepared describing the analysis, results and conclusions for inclusion as an appendix to the EIR. It is assumed that the traffic report will undergo one round of review by the County and/or applicant/other agencies prior to finalization and inclusion in the EIR. Using the stand-alone traffic study, which will be included as an appendix to the Subsequent EIR, Ascent will prepare the transportation and circulation section of the EIR.

#### *Cumulative Impacts*

The Ascent team will evaluate the impacts of cumulative development on the resource issues evaluated in the Subsequent EIR. To the degree feasible, Ascent will incorporate the analysis included in the previous EIR. Ascent will work closely with County staff to establish the cumulative setting, which involves identification of a reasonably foreseeable related development based on existing land use diagrams and an accurate list of cumulative projects (proposed, approved, and under construction). The Subsequent EIR section will also describe how the cumulative spatial context varies among, and even within, the various environmental issues areas.

#### *Alternatives*

The Subsequent EIR will include a comprehensive discussion of feasible alternatives to the proposed project. The alternatives analysis will recognize that the project site is already used as a landfill. Up to four alternatives, including the No Project Alternative will be evaluated in the Subsequent EIR. The three action alternatives will be determined through consultation with the County and Recology, and will be based on reducing environmental impacts. Potential alternatives could include mitigated design and/or an offsite alternative. If it is determined that an offsite alternative is not feasible, the Subsequent EIR will include a discussion describing why this conclusion was reached.

Once a reasonable range of alternatives has been determined, each alternative will be analyzed at a level of detail less than that of the proposed project but will include sufficient detail to allow a comparison of the impacts.

#### *Growth Inducement*

This section will qualitatively evaluate the project's potential to induce growth and subsequent environmental impacts that would occur (pursuant to CEQA Guidelines Section 15126[d]). The project is not expected to be growth inducing, per se, and the analysis will be brief. It is not anticipated that the modification of activities or allowing peak daily disposal to increase at the site would be a source of substantial growth.

#### *Significant and Unavoidable Impacts*

This section will clearly and succinctly summarize significant and unavoidable environmental effects of the proposed project and alternatives as evaluated in the Subsequent EIR.

#### *Other Sections Required by Statute*

CEQA provides very specific requirements for the contents of an EIR. Ascent will provide the County with a complete EIR, containing sections required by CEQA. Sections required by CEQA not mentioned above include table of contents, an executive summary, an introduction, effects not found to be significant, a discussion of irreversible commitment of resources, references, and a list of individuals and agencies consulted. The Subsequent EIR will include visual aids, such as maps and diagrams, to clearly present the environmental analysis to the decision makers, responsible agencies, and the public.

Ascent will assemble all sections of the Subsequent EIR and will produce one cohesive document. The document will comply with the County's typical format and style. Ascent will submit ten (10) hard copies and one (1) CD of the Administrative Draft Subsequent EIR and appendices to County staff for review.

It is assumed the County will provide Ascent with one set of consolidated and reconciled comments on the Administrative Draft Subsequent EIR.

<b>Deliverables</b>	Administrative Draft Subsequent EIR (Electronic submittal – MS Word and pdf)
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#### **Subtask 3.2: Respond to Team Comments and Prepare Screencheck Draft Subsequent EIR**

Ascent will prepare revisions to the Administrative Draft Subsequent EIR and will prepare a Screencheck Draft Subsequent EIR, draft Notice of Availability (NOA), and draft Notice of Completion (NOC). It is assumed the County will provide Ascent with one set of consolidated and reconciled comments on the Screencheck Draft Subsequent EIR.

<b>Deliverables</b>	Draft Notice of Completion (Electronic submittal – MS Word and pdf) Draft Notice of Availability (Electronic submittal – MS Word and pdf) Screencheck Draft Subsequent EIR (Electronic submittal – MS Word and pdf)
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#### **Subtask 3.3: Respond to Team Comments and Prepare Draft EIR**

Ascent will prepare revisions to the Screencheck Draft Subsequent EIR and will prepare a Public Draft Subsequent EIR, Final NOA, and Final NOC. Ascent will deliver the NOC and the required copies of the Draft EIR to the State Clearinghouse. Ascent would utilize the distribution list for the NOP (by certified mail to responsible, trustee, and involved federal agencies) to distribute the NOA, which will include a description of where the Subsequent EIR may be viewed (online and local repositories). Ascent will also arrange for posting of the NOA in *The Daily Republic*, a local publication serving the project area.

<b>Deliverables</b>	Final Notice of Completion (Electronic submittal – MS Word and pdf) Final Notice of Availability (Electronic submittal – MS Word and pdf) Draft EIR (Up to 35 hard copies for distribution and 5 CDs with MS Word and pdf versions of each section of the EIR)
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#### **Subtask 3.4: Public Hearing on Draft EIR**

Ascent's project manager and assistant project manager will prepare for, attend and, if desired by the County, present at one public hearing on the Draft Subsequent EIR. Ascent will be available to describe the conclusions presented in the Subsequent EIR and respond to questions on the Subsequent EIR analysis. Ascent will prepare

materials (assumed to be portions of a PowerPoint presentation) pertaining to CEQA and the environmental process. Ascent will provide comment cards for use by meeting participants, and will be responsible for capturing summary notes of public and agency comments. It is assumed that verbatim recording or hire of a court reporter is not necessary. Additional meetings, including support of County staff at Airport Land Use Commission meetings, Planning Commission meetings, and other public forums, will be performed as part of Task 4.

<b>Deliverables</b>	Public hearing presentation materials on environmental process (1 set of PowerPoint slides) Comment cards (30 hard copies per meeting) Summary notes of scoping comments (Electronic submittal – MS Word and pdf)
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## Task 4 Prepare Final Subsequent EIR

### Subtask 4.1: Administrative Final Subsequent EIR

Ascent will review the written and oral comments received during the Draft Subsequent EIR comment period and respond to those comments. For budgetary purposes, 48 hours of professional technical staff time (excluding word processing/document production) have been assumed for preparing responses to comments. If comments require more effort than has been assumed in this scope, a contract amendment will be required. Ascent will compile a standalone Administrative Final Subsequent EIR that will include an introduction, summary of the project, comment letters and oral testimony provided on the EIR, and responses to each raised environmental issue. If during preparation of formal responses, the need for additional technical analysis/studies is identified, Ascent will coordinate with County staff to determine how best to perform and include the additional analysis. A separate "Revisions to the Draft EIR" section will be included, if needed, to document changes or corrections to the text of the EIR. This scope of work assumes that the Draft Subsequent EIR will not be reproduced within the Final Subsequent EIR. Rather, the Draft Subsequent EIR together with the response to comments document will constitute the Final Subsequent EIR.

It is assumed that the County will provide Ascent with one set of consolidated and reconciled comments on the Administrative Final Subsequent EIR.

<b>Deliverables</b>	Administrative Final Subsequent EIR (Electronic submittal – MS Word and pdf)
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### Subtask 4.2: Screencheck Final Subsequent EIR

Ascent will incorporate the comments received and will prepare the Screencheck Final Subsequent EIR. It is assumed that the County will provide Ascent with one set of consolidated and reconciled comments on the Screencheck Final Subsequent EIR. Ascent will also prepare an NOA to be circulated to commenting agencies, responsible agencies, local agencies, and interested persons/parties about the release of the Final Subsequent EIR.

<b>Deliverables</b>	Draft Notice of Availability (Electronic submittal – MS Word and pdf) Screencheck Final Subsequent EIR (Electronic submittal – MS Word and pdf)
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#### **Subtask 4.3: Final Subsequent EIR**

Ascent will incorporate the comments received and will prepare the Public Final Subsequent EIR. It should be noted that the County, as lead agency under CEQA, is only required to provide written responses to public agency comments received during public review of the EIR. Ascent will revise the NOA based on County comments and distribute the NOA to commenting agencies, responsible agencies, local agencies, and interested persons/parties.

Ascent will attend and, if desired by the County, present at two public hearings on the Final Subsequent EIR. Ascent will be available to describe the conclusions presented in the EIR and respond to questions on the EIR analysis.

<b>Deliverables</b>	Final Notice of Availability (Electronic submittal – MS Word and pdf)
	Final EIR (20 hard copies for distribution and five CDs with MS Word and pdf versions of each section of the EIR)

#### **Subtask 4.4: Mitigation Monitoring and Reporting Program**

Ascent will prepare the Mitigation Monitoring and Report Program (MMRP), based on the mitigation measures of the EIR, as amended through responses to comments and the Final Subsequent EIR. It is assumed that one draft and one final version of the MMRP would be provided electronically to the County. The MMRP would also be included as part of the Final Subsequent EIR document.

<b>Deliverables</b>	Administrative Draft MMRP (Electronic submittal – MS Word and pdf)
	Final MMRP (Electronic submittal – MS Word and pdf)

#### **Subtask 4.5: Prepare Findings and Statement of Overriding Considerations**

Ascent will prepare an administrative draft of CEQA Findings and, if there are significant and unavoidable impacts, a Statement of Overriding Considerations (SOC). The Findings/SOC will specify which mitigation measures have been incorporated into the project and those measures that have not, and will explain why certain measures have been found to be infeasible. If applicable, the Findings/SOC will also identify feasible project alternatives that could reduce adverse environmental effects but are not being implemented, with an explanation as to why they are considered to be infeasible. It is assumed that County staff will finalize the Findings/SOC document based on County staff and counsel comments.

Ascent will be responsible for preparing and posting of the Notice of Determination (NOD) following project and Final EIR approval and certification. It is assumed that the Authority would handle the CDFW filing fees associated with the NOD. Should the decision to certify the EIR be appealed, Ascent staff will be available to the County when presenting before the Board of Supervisors or in drafting a response with an amendment to this scope of work. Pending certification of the EIR by the Planning Commission, Ascent will prepare a clean copy of the Final Subsequent EIR, which incorporates changes in to the Draft Subsequent EIR and MMRP.

<b>Deliverables</b>	Administrative Draft Findings/SOC – Electronic submittal (MS Word and pdf)
	Administrative Draft NOD – Electronic submittal (pdf)
	Final NOD – Electronic submittal (pdf)
	Clean copy of the Final Subsequent EIR (1 hard copies and electronic submittal with Word and pdf versions of each section of the EIR)

## **Task 5      Project Management, Meetings, and Coordination**

Ascent's management team will devote effort each month to ensure an efficient and timely process for project execution. In our experience, early identification of issues and agreement upon resolution is tantamount to maintaining an overall project schedule. Our efforts will include close coordination with County staff about project issues, as they arise. Ascent will maintain close communication with County staff to ensure that the County's objectives are met, the schedule is maintained, and the project is implemented within established budget parameters. Ascent will prepare monthly progress reports regarding the project schedule, status of environmental tasks, information needs, and status of the contract.

We have budgeted for up to four in-person project team meetings during the project. These meetings would be attended by Ascent's project director/principal, project manager, and up to one technical analyst to be selected based on anticipated topics, or the assistant project manager. If additional meetings are required, they may be added with amendment to scope and budget.

Deliverables	
	Monthly progress reports (Electronic submittal – pdf)

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. COMPENSATION**

A. Project costs and payment shall be on the basis of Contractor's proposal for the Recology Hay Road Landfill EIR as described in Exhibit B-1.

Contractor shall identify on the monthly invoice a summation of the services provided for each category as outlined in the above schedule.

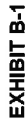
**1. METHOD OF PAYMENT**

A. Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

B. County agrees to pay Contractor the total contract amount as set forth in Section 3 of the Standard Contract on a "not-to-exceed" basis for the performance of the services described in Exhibit A insofar as they apply to completion of services provided to the satisfaction of the County. Payment shall be made for services rendered by Contractor and approved by County, according to this Exhibit.

C. County will endeavor to make payments within 30 days of receipt and approval of Contractor's invoices, but shall not be held liable for any penalties beyond 30 days.





COST ESTIMATE - REVISION 1													
Proposal for Recycling Hay Road Landfill EIR													
Ascend Environmental, Inc.													
April 21, 2017													
LABOR COSTS		Principal Alling \$230	Project Manager Mundhenk \$170	Asst. PM Planner Rasmussen \$135	Senior Biologist Leaman \$185	Wildlife Biologist Fuller \$130	Air/GHG/Noise Karr \$165	Air/GHG/Noise Horn \$130	Planner/Cunningham \$120	GIS/Graphics Keshluse \$110	Word Processing Major \$95	Total Hours	Total Dollars
Task 1: Project Initiation and Scoping													
1.1 Kickoff Meeting													
1.2 Peer Review Applicant-Prepared Studies and Identify Data Needs													
1.3 Site Visit													
1.4 AB 52 Consultation													
1.5 Prepare Notice of Preparation and Initial Study													
1.6 Scoping Meeting(s)													
Subtotal, Task 1		26	72	50	4	22	4	8	44	4	8	242	\$ 36,760
Subtotal, Task 2		2	2	0	2	0	0	0	0	0	0	6	\$ 1,170
Task 3: Prepare Draft Subsequent Environmental Impact Report													
3.1 Prepare Administrative Draft Subsequent EIR													
3.2 Respond to Team Comments and Prepare Screenscheck EIR													
3.3 Respond to Team Comments and Prepare Draft EIR													
Subtotal, Task 3		70	224	232	12	68	6	48	64	52	56	832	\$ 122,510
Task 4: Prepare Final Subsequent Environmental Impact Report													
4.1 Prepare Administrative Final Subsequent EIR													
4.2 Prepare Screenscheck Final EIR													
4.3 Prepare Final Subsequent EIR													
4.4 Mitigation Monitoring and Reporting Program													
4.5 Prepare Statement of Overriding Considerations and Findings													
Subtotal, Task 4		46	86	104	2	0	2	0	0	0	45	295	\$ 46,010
Task 5: Project Management, Meetings, and Coordination													
Project Management													
Subtotal, Task 5		50	82	0	0	0	16	16	0	0	0	148	\$ 28,080
Total Labor Hours		194	476	386	20	90	28	55	108	56	110	1524	\$ 234,520
Total Labor Dollars		\$44,620	\$80,920	\$52,110	\$3,700	\$11,700	\$4,620	\$7,280	\$12,960	\$6,160	\$10,450	\$ 234,520	
SUBCONSULTANTS/DIRECT COSTS													
1. SCWATAA-Qualified Biologist (including 5% administrative cost)													
2. KD Anderson Traffic Study (including 5% administrative cost)													
3. Printing (\$55 EIR hardcopies @ \$100/document)													
4. Other Reproduction													
5. Mileage/Parking/Travel (Assumes up to 500 vehicles miles)													
6. Maps/Supplies/Photos													
7. Postage/Delivery													
8. Miscellaneous													
												Subconsultant / Direct Cost Total	\$ 32,855
												TOTAL ESTIMATED FEE	\$ 267,475

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval shall be sought from the County prior to the expiration or termination of this Contract.

**2. TIME**

Time is of the essence in all terms and conditions of this Contract.

**3. TIME OF PERFORMANCE**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

**4. TERMINATION**

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

**5. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

**6. REPRESENTATIONS**

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to

generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

## 7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance  
Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance  
Contractor must maintain limits no less than:

- |   |   |   |
|---|---|---|
| (1) General Liability:<br>(Including operations, products<br>and completed operations.) | <b>\$1,000,000</b>                      | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability:   | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.   |
| (3) Workers' Compensation:  | As required by the State of California. |   |
| (4) Employer's Liability:   | <b>\$1,000,000</b>                      | per accident for bodily injury or disease.  |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- |                             |                    |   |
|-----------------------------|--------------------|---|
| (1) Cyber Liability:        | <b>\$1,000,000</b> | per incident with the aggregate limit twice the required limit.   |
| (2) Professional Liability: | <b>\$1,000,000</b> | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract. |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

**8. BEST EFFORTS**

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

**9. DEFAULT**

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

**10. INDEMNIFICATION**

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

## 11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

## 12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

### 13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Contract.

### 14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

### 15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

### 16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

**17. HEALTH AND SAFETY STANDARDS**

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

**18. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

**19. INSPECTION**

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

**20. NONDISCRIMINATION**

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

**21. SUBCONTRACTOR AND ASSIGNMENT**

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.



**22. UNFORESEEN CIRCUMSTANCES**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

**23. OWNERSHIP OF DOCUMENTS**

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

**24. NOTICE**

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**25. NONRENEWAL**

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

**26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

## **27. CHANGES AND AMENDMENTS**

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

## **28. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

## **29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

## **30. WAIVER**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

## **31. CONFLICTS IN THE CONTRACT DOCUMENTS**

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

## **32. FAITH BASED ORGANIZATIONS**

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made

available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

### **33. PRICING**

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

### **34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES**

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

### **35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

### **36. EXECUTION IN COUNTERPARTS**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

### **37. LOCAL EMPLOYMENT POLICY**

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

### **38. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

