

**CONTRACT FOR  
OPERATIONS AND MAINTENANCE SERVICES OF LEACHATE GROUNDWATER EXTRACTION SYSTEMS  
AND ALL VARIOUS LIQUID CONVEYANCE SYSTEMS AT CENTRAL REGION LANDFILLS**

THIS Contract Number **MA-299-19010027** for **Operations and Maintenance Services of Leachate Groundwater Extraction Systems and All Various Liquid Conveyance Systems at Central Region Landfills** for OC Waste and Recycling department (“**Contract**”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, its OC Waste & Recycling (“**County**”) and **Civil Environmental Survey Group Inc. dba CES Group** (“**Contractor**”), with a principle office located at 33175 Temecula Parkway, Suite A\*734, Temecula, CA 92592. County and Contractor are collectively referred to as “**Parties.**”

**RECITALS**

WHEREAS, Contractor and County are entering into this Contract for Operations and Maintenance Services of Leachate Groundwater Extraction Systems and All Various Liquid Conveyance Systems at Central Region Landfills (“**Services**”) under a firm fixed fee Contract, effective October 1, 2018 through September 30, 2021, in an amount not to exceed \$600,000; and

WHEREAS, the County solicited the Services as set forth herein, and Contractor has represented that it is qualified to provide Services to the County; and

WHEREAS, Contractor agrees to provide the Services as more specifically described in the Scope of Work, attached hereto as Attachment A and incorporated herein; and

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor’s Rates, attached hereto as Attachment B and incorporated herein; and

WHEREAS, County now desires to immediately increase the Contract in the amount of \$250,000, effective upon Board approval and execution of all necessary signatures, for a revised cumulative Contract total not to exceed \$850,000, in order to repair the damages sustained in the Silverado Fire; and

WHEREAS, County now desires, and Contractor agrees, to amend Article Q of the County General Terms and Conditions, in its entirety, to reflect updated County Conflict of Interest terms;

**ARTICLES**

NOW, THEREFORE, the Parties mutually agree as follows:

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.

- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in Article "Z" below, and as more fully described in Article "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article "Z" below, it shall indemnify, defend and hold County and County indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any

subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

### **Qualified Insurer**

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

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

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

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

### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents*

**and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**

2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

**P. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

**Q. Change of Ownership:** ~~Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.~~

~~County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.~~

**Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

- U. Freight:** Prior to the County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of

administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

**ADDITIONAL TERMS AND CONDITIONS**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Services Landfills from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A.
2. **Term of Contract:** This Contract shall commence on October 1, 2018 through September 30, 2021, upon execution of all necessary signatures, unless otherwise terminated by the County.
3. **Renewal:** This Contract may be renewed, by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by County of Orange Board of Supervisors.
4. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.
5. **Prevailing Wage (Labor Code §1773) (if applicable):** The Contractor shall be aware of, and shall comply with the provisions of Sections 1773, 1775, and 1813 of the Labor Code. All workers, as classified by the provisions of the Labor Code, employed by the Contractor in this project or by any subcontractors doing or contracting to do any part of the project, shall be paid prevailing wages as required by the above statutes, if applicable. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the County Board of Supervisors has obtained the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract from the Director of the Department of Industrial Relations.

The rates are available from the Director of the Department of Industrial Relations at the following website: [http://www.dir.ca.gov/DLSR/statistics\\_research.html](http://www.dir.ca.gov/DLSR/statistics_research.html). The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

6. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
7. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
8. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and Articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
9. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to provide services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
10. **Conflict of Interest-County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

11. **Conflict of Interest-Contractor's Personnel:** The contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence County staff or elected officers from acting in the best interests of the County.
12. **Child Support Enforcement Requirements:** Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
13. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
14. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "Z" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
15. **Breach of Contract:** The failure of the contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Terminate the Contract immediately, pursuant to Article K herein;
  - b. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
16. **Disputes-Contract:**
  - A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
    1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute

between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Article K herein.

17. **Termination-Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract.
18. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
19. **Data- Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
20. **Publication:** No copies of sketches, schedules, written documents computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

21. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and approval of said news releases from County through the County's Project Manager.
22. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:	Name:	Civil Environmental Survey Group Inc.
	Address:	33175 Temecula Parkway, Suite A*734 Temecula, CA 92592
	Attn.:	Jim Keegan
	Title:	President CFO
	Phone:	951-310-2800
	Email:	<a href="mailto:jkeegan@cesgroup.co">jkeegan@cesgroup.co</a>
County:	Name:	OC Waste & Recycling/Purchasing Section
	Address:	300 N. Flower Street, Suite 400 Santa Ana, CA 92703
	Attn:	Cynthia Lemus
	Title:	Deputy Purchasing Agent
	Phone:	(714) 834-4154
	Fax:	(714) 834-4136
	Email:	<a href="mailto:cynthia.lemus@ocwr.ocgov.com">cynthia.lemus@ocwr.ocgov.com</a>

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown below their respective signatures below.

\*\*\*\*\*

**CIVIL ENVIRONMENTAL SURVEY GROUP INC. DBA CES GROUP\***

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_  
Corporate Officer

Title \_\_\_\_\_  
Corporate Officer

Date \_\_\_\_\_

Date \_\_\_\_\_

\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

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

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

County Counsel

By: \_\_\_\_\_  
Paul Albarian, Deputy

Date: \_\_\_\_\_

**ATTACHMENT A  
SCOPE OF WORK****INSPECTION, MAINTENANCE AND REPAIR CONTRACT FOR  
LEACHATE GROUNDWATER EXTRACTION SYSTEM AND ALL VARIOUS LIQUID CONVEYANCE  
SYSTEMS AT  
CENTRAL REGION LANDFILLS****I. SITE INFORMATION**

The Central Region Landfills includes the Frank R. Bowerman (FRB) Landfill, located near the City of Irvine at 11002 Bee Canyon Access Road. It is an active landfill operated by OC Waste & Recycling (County). The site can be accessed from Santa Ana Freeway exit at Sand Canyon Avenue. The normal operating hours at FRB Landfill are Monday through Saturday, 7:00 a.m. to 5:00 p.m. The Contractor may gain access to the site prior to or after the operating hours by coordinating with the FRB Site Supervisor.

Included also are closed sites which are Santiago Canyon Landfill, Gothard Street Landfill, Cannery Street Landfill and Newport Avenue Landfill.

Santiago Canyon Landfill is located in Orange County near the City of Orange, on Santiago Canyon Road, approximately 2 miles southeast of the corner of Santiago Canyon Road and Jamboree Road. The address is 3099 Santiago Canyon Road, Orange CA 92666.

Gothard Street Landfill is located in the City of Huntington Beach on the west side of Gothard Street, 1/4 mile south of Talbert Avenue between Golden West and Gothard Streets. The address is 18131 Gothard Street, Huntington Beach, CA 92648.

Cannery Street Landfill is located northwest of Magnolia Street and Hamilton Avenue in the City of Huntington Beach. The physical address is 21377 Magnolia Street, Huntington Beach, CA 92646.

Newport Avenue Landfill is located in Orange County, in the City of Costa Mesa. Specifically, the site is at the interchange of the Corona Del Mar and Newport Freeways (Freeways 73 and 55), and immediately east of Bristol Street.

**II. CONTRACTOR REQUIREMENTS****A. GENERAL**

1. Contractor shall provide maintenance and repair of potable/non-potable water systems (PNPWS), leachate collection and removal (LCRS), groundwater extraction (GES) systems, condensate collection systems (CCS) and storm water conveyance systems (SWCS) at the Central Region Landfills. Also included are general pump and groundwater monitoring well (GMW) maintenance and quarterly ground water well monitoring/sampling for FRB, and Santiago Canyon.
2. Contractor shall furnish all labor, tools, service vehicles, equipment to install and remove submersible pumps from wells, and to perform maintenance repairs to the various components of the LCRS, GES, GWM, SWCS, and PNPWS. The Contractor's project team shall consist of personnel with experience in maintenance, repair, sampling and troubleshooting of liquid conveyance systems described herein.

3. The contractor shall preform the annual fire pump test and five year test for the main office building fire pump and the storage building fire pump. The contractor shall perform the work according to the procedures and regulations set forth by the Orange County Fire Authority.
4. The Contractor shall prepare and update Operation & Maintenance (O&M) Manuals as necessary. The Contractor shall submit complete as-built drawings or photographs (digital & hardcopy) of changes or upgrades to the LCRS, GES, PNPWS and GMW systems during the course of this Contract.
5. The County reserves the right to request staffing changes from the Contractor at any time during the term of the Contract, at no cost to the County. Any staffing changes requested by the Contractor shall require the submittal of resumes for the County's concurrence prior to implementing the change. County reserves the right to request a change in Contractor's O&M team personnel assigned to this Contract at any time with or without cause.
6. Contractor shall ensure that the GES, CCS and LCRS is kept in good operating order.
7. Contractor shall not make any changes in personnel assigned to this project without approval from the County Project Manager (Site PM). All work shall be performed in a skillful and workmanlike manner. Contractor's O&M team shall consist of local, experienced personnel at all times.
8. Contractor shall check in and check out with the site operations staff. Contractor and Subcontractor employees shall possess proper identification at all times. Contractor shall coordinate all work with the Site PM. Contractor shall bring to the attention of the Site Engineer and Site PM any potential problems discovered and offer suggestions or solutions before checking out.
9. Contractor shall take all reasonable precautions, as directed by the County, or in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect County property. Damages to County property caused by Contractor's negligence shall be repaired at no cost (both labor and material) to the County.
10. Contractor shall keep the work areas clean and free from any debris at the completion of each task. All construction related, non-hazardous debris, may be disposed of on site, free of charge, by the Contractor in accordance with all applicable codes, ordinances, and laws pertaining to the disposal of the material.
11. Subcontractors assigned to a particular job shall have current licenses in their respective trades, crafts, or professions by the State of California or local authority that require licenses in those jurisdictions.
12. A kickoff meeting may be held between the County Site Engineer, Site PM and Contractor after Contract award and after receipt and approval of Contractor's insurance certificates and Health & Safety Plan.
13. Upon termination of the Contract, or upon County request, the Contractor shall surrender all spare parts, in good condition, to the Site PM.
14. Contractor shall prepare a routine inspection checklist for tasks to be performed for the operation and maintenance of the LCRS, GES, GMW, and PNPWS. This checklist shall be submitted to the Site PM for review within two weeks of Contract award. The approved checklist shall be filled out and submitted as part of the weekly inspection report to the Site PM.

15. The County will not be responsible for Contractor's drinking water, telephone, fax, copier, and toilet needs while its workers are on site premises.
16. All meetings held between OC Waste & Recycling staff and Contractor staff to discuss work details and Contractor performance under this Contract shall not be billable to the County.

## **B. MINIMUM QUALIFICATIONS**

Contractor shall meet the following minimum criteria at all times during the term of this Contract:

1. Contractor's Project Manager shall have a minimum of five years of experience in the operation and maintenance of ground water extraction systems similar in size and scope to the equipment referenced herein.
2. Contractor personnel to be assigned to operate, maintain, and perform troubleshooting services in accordance with this Contract shall have at least two years of experience in groundwater extraction systems operation and maintenance.
3. Contractor and personnel assigned to the job site shall have the appropriate certification as required by OSHA 29 CFR 1910.120 "40-hour training" and shall be well equipped and trained to face a hazardous situation.
4. Contractor shall have the ability to respond to any emergency situation within the response requirements for the emergency visits portion of Attachment A, Scope of Work.
5. Contractor shall provide, by itself, at least 80 percent of the quantity of work defined in Attachment A, Scope of Work, without Subcontractor services.

## **C. SUBMITTALS**

Contractor shall also submit with their bid response the following documents:

1. Copy of Contractor's license(s) and certifications, including Class A License (General Engineering Contractor) and HAZ (Hazardous Substances Removal) certification.
2. Qualifications/resumes for the proposed personnel (including journeymen) to be assigned to perform services in accordance with this Contract.
3. Inventory list of Contractor's tools, equipment, and vehicles including make and model.

### III. HEALTH AND SAFETY PLAN

**The Contractor shall provide a Health and Safety Plan within seven (7) days of Contract award. The Contractor shall not proceed with service until the required insurance and Health and Safety Plan have been received and approved by the County.**

#### 1. Health and Safety Laws and Regulations

The Contractor shall prepare a Health and Safety Plan (H&SP) in compliance with all local, municipal, state, and federal health and safety laws, orders, and regulations applicable to Contractor's operations in the performance of the Scope of Work hereunder. While on the premises of the County, Contractor and Contractor's employees, Subcontractors, and agents shall comply with the requirements of the Occupational Safety and Health Act and any State approved plan, and the regulations there under, to the extent applicable and shall ensure that all Contractor's employees, subcontractors, and agents have a safe place of work on the premises of the County.

Any Claims by Contractor for adjustments in time and/or cost for delays in the start of work due to Contractor's failure to deliver an H&SP acceptable to the County will not be considered.

The Contractor shall be solely and completely responsible for conditions on the job site, including safety of all persons and property during the performance of the work. The County's acceptance of Contractor's H&SP does not, in any way, relieve or transfer any such responsibilities to the County.

#### 2. Health and Safety Plan Checklist

The contents of the Health and Safety Plan shall meet all regulatory requirements for the specific work to be provided. The following is a checklist for the minimum elements for a Health and Safety Plan. Those plan elements which will not apply to the specific Contract should be noted (such as "this construction does not involve any confined space work," as a note after item H).

**One or more of the following may be required to be included in the Contractor's Health and Safety Plan (H&SP):**

##### **Mandatory**

Site Background and Scope of Work: Site- specific with an emphasis on the type(s) of service(s) performed, the hazards associated with such work, and the programs in effect to protect the employee against those recognized hazards.

- A. Injury and Illness Prevention Program (Title 8, California Code of Regulations, section 3203): Required of all employers of 10 or more employees.
- B. Code of Safe Practices (Cal, Code Regs., Title 8 § 1509): All employers are required to have a Code of Safe Practices in writing and posted at the work place.
- C. Emergency Medical Services (Cal. Code Regs., Title 8, § 1512): All employers are required to have this program in writing.
- D. Fire Protection Program (Cal. Code Regs., Title 8, § 1920): All employers are required to have this program in writing.

##### **Required by Scope of Work**

- A. Hazard Communication Program (Cal. Code Regs., Title 8, §5194): All employers are required to have this program in writing if there is a potential for their employees to come in contact with any products that may be hazardous.

- B. Requirements for Excavations and Shoring (Cal. Code Regs, Title 8, §1541.1): All employers are required to have this program in writing if excavating.
- C. Confined Space Procedures (Cal. Code Regs., Title 8, §5156): All employers are required to have this program in writing if confined spaces will be entered.
- D. Hearing Conservation Program (Cal. Code Regs., Title 8, § 5097): This program shall be written into the H&SP if employee noise exposures meet or exceed the levels outline in Cal. Code Regs., Title 8 § 5097.
- E. Personal Protective Equipment (Cal. Code Regs., Title 8, §§3380-3400): Requirements must be included in the H&SP if personal protective equipment is required for the contracted work. Hard hats, safety goggles, orange vests, and audiometric (hearing) protection are required for work to be performed under this Contract.
- F. Storage, Handling, and Dispensing of Flammable/Combustible Liquids (Uniform Fire Code Article 79): Requirements must be included in the H&SP if flammable/combustible liquids will be stored, handled, or dispensed.
- G. Welding, Brazing, and Cutting (Cal Code R e g s., Title 8, §§1536, 1537): Requirements must be included in the H&SP if performing these actions.
- H. Compressed Gas Cylinders) Cal. Code Regs., Title 8, §§1740-1743): Requirements must be included in the H&SP if storing or using compressed gas cylinders.

#### IV. SYSTEM AND PROCESS DESCRIPTION

##### **Leachate Collection and Removal System (LCRS)**

The Frank R. Bowerman Landfill LCRS consists of the following major components:

- A leachate sump constructed of 5-foot diameter concrete rings totaling 26 feet and capped with a concrete slab with a 30-inch diameter manhole cover with stairs leading to the bottom. The sump is equipped with level controls for alarm and activation/shut-down of pumps;
- Two surface-mounted 10-hp, 440-volt, self-priming centrifugal pumps;
- One control panel with audio/visual alarm, flow recorder and electrical system;
- Three 13,000-gallon storage HDPE leachate storage tanks with visual water level tubes, and related piping.

The leachate is automatically pumped from the sump to the tanks for temporary storage. Additionally, leachate from the northern portion of the landfill is also delivered to the tanks via gravity conveyance piping for temporary storage. Leachate from the storage tanks is then delivered via gravity conveyance piping to a water truck filling station.

The county is currently working on designs to expand the tank farm and add additional leachate tanks and pumps.

##### **Groundwater Extraction System**

The purpose of the groundwater extraction system (GES) - prevents groundwater from potentially impacting the refuse from migrating down gradient. It consists of two 65-foot deep extraction wells each with submersible pumps, valves, flowmeters, pressure gauges and liquid level sensors.

The GES automatically pumps groundwater from the extraction wells to three 13,000 gallon tanks for temporary storage. Additionally, groundwater from the northern portion of the landfill is also delivered to

the tanks via gravity conveyance piping for temporary storage. Groundwater from the storage tanks is then delivered via a gravity conveyance pipe to a water truck filling station.

The county is currently working on designs to expand the tank farm, and add additional groundwater tanks and pumps.

### **Potable/Non-Potable Water Storage & Systems**

The potable water system provides water for the office buildings and the emergency fire system. It consists of a 25,000 gallon bolted steel storage tank, conveyance pipes, multiple pumps, level sensors and control/alarm units. The potable water system was designed to automatically control water supply and pressure.

The non-potable water system consist of one 100,000 gallon bolted steel storage tank conveyance pipes, multiple filling stations, multiple pumps, level sensors and control/alarm units. The non-potable water system was designed to automatically control water supply and pressure.

Tasks to be performed for all collection, extraction, and storage systems will be issued on as- needed basis and shall include but not be limited to the following:

- repair/replace pumps
- repair/upgrade of control systems
- repair/upgrade of alarm systems
- Inspection of pumps systems
- An external and internal integrity inspection of all liquid tanks
- Repair/upgrade/replacement of any liquid pipelines.

### **Groundwater Monitoring Wells**

Groundwater quality at Frank R. Bowerman and Santiago Canyon are monitored by a network of groundwater monitoring wells at each landfill. The monitoring wells are equipped with dedicated submersible pumps which are used to collect groundwater samples.

Tasks to be performed for this item will be issued on as-needed basis and shall include but not be limited to the following:

- Well re-development
- Installation and testing of a dedicated pump system
- Procure/install/update complete dedicated pump system and pump controller
- Procure/install/update ground and surface water field monitoring equipment

### **Storm Water Conveyance System**

The storm water conveyance system consist of several concrete v-ditches and trap channels that direct water to retention basins. There are three concrete retention basins and one wetlands basin on site that control the discharge of water from the site to a 100 year basin then water is directed into the Bee Canyon Wash.

There are three skimmers in two of the concrete retention basins and two skimmers in the third basin for a total of eight skimmers on site. The Skimmers are used to control the discharge and quality of storm water leaving the basins.

### **Fire Water Pumps**

There are two fire water pump systems on site. One system provides fire water to the main office building. The main office system consist of 30 horse power electric motor powering a 500 GPM pump. The second system provides fire water to the crew's quarters and storage building. The crew's quarters and storage building system consist of 110 horse power diesel engine, 1.5 horse power jockey pump, and a 1500 GPM fire pump.

**V. LIST OF TASKS**

**The work to be done shall include, but is not limited to, the following tasks:**

**Task A: Regular Inspection, Operation and Maintenance of LCRS, GES, and Potable/Non-Potable Water Storage & Systems (Routine Services)**

1. Contractor shall prepare a checklist for routine inspection of the LCRS, GES, and the storage tanks according to the O&M manuals available, and shall submit this checklist to the FRB Site Engineer for review and approval within three weeks of award of Contract. The checklist shall cover the entire LCRS and GES for a preliminary checklist and inspection sheet). The approved checklist shall be filled out during each visit with a copy submitted after the inspection as part of the routine inspection report to the FRB Site Engineer.

Contractor shall perform one O&M inspection visit every week and complete the tasks listed in the FRB approved checklist during each visit. Contractor shall inspect the entire LCRS and GES and make adjustments as necessary to achieve the optimum performance of the system.

Contractor shall monitor/record data from the environmental system that includes but is not limited to tank volumes, flow meter readings, pump hours, compressor hours and sump levels 3 times a week (Monday, Wednesday and Friday) from equipment located at the tank farm and LCRS area. Contractor shall record data on the county provided excel form and deliver by email the excel file the day the monitoring took place to site engineer for review and approval.

2. Contractor shall perform routine preventative maintenance of all equipment throughout the system per the O & M manual and in accordance with the manufacturer's recommendations and applicable maintenance and construction standards and practices. Contractor shall perform cycling of all LCRS, GES, and potable/non-potable system valves on a monthly basis and record/report any potential problems directly to Site Engineer or his authorized designee prior to leaving site. The Contractor shall perform these tasks in a timely manner with minimum disruption of operation of any system and to keep all the work areas clean.

Should any replaced components be under the warranty period, the Contractor shall assist FRB Site Engineer in determining whether a defect is under warranty or not, and make recommendations to the FRB Site Engineer. The Contractor shall coordinate all warranty related work with the vendors.

3. Contractor shall conduct monthly testing of all alarms, callout and emergency shutdowns of all systems and maintain a record of the test results in the official logbook described below.
4. Contractor shall conduct regular testing of all valves, J-Stand pumps on a semi-annual basis, and maintain a record of these tests in the official logbook described below. Contractor shall conduct an annual external and internal integrity inspections of the potable and non-potable water tanks and all associated systems.
5. Contractor shall perform annual and five year test on the two fire pumps at the Frank R. Bowerman landfill in accordance with the regulations set forth by the Orange County Fire Authority.
6. Contractor shall maintain an official logbook to be kept on site. All visits made shall be logged in this book. Date, time, personnel involved, actions taken, and any other pertinent information shall be logged permanently in ink to include regular inspection, operation, maintenance, and monthly testing of all alarms. The Contractor shall use a digital camera for all photographic documentation. Photographs and photo files shall become the property of the County.

7. Contractor shall submit (electronically via "PDF" or other agreed upon format), by the second Wednesday of the following month, an inspection report of each month's activities to the Site Engineer. Each report shall be for one calendar month, containing a summary of events, services performed during the month, problems encountered, recommendations for repairs, monitoring activities, adjustments and remediation, summary of the monthly testing of alarms and emergency shutdowns, inventory status, and all the completed checklist and inspection sheets.
8. Contractor shall update the O & M manual as needed or as directed by Site Engineer.
9. Contractor shall maintain the list of consumable supplies and recommended spare parts inventory (included in the O & M manual). The list shall be updated as necessary and as directed by the Site Engineer. The Contractor shall keep a running inventory of such parts, and insure the availability of the parts at all times, including treatment chemicals, and Contractor shall include the status of the inventory in the monthly report. Upon termination of the Contract, the parts, supplies, and inventory shall remain the property of the County.

Upon written approval from Site PM, the Contractor shall purchase consumable supplies and spare parts and store them in the County provided storage container. Contractor shall invoice County in accordance with approved terms and conditions.

**Task B: Groundwater Well Monitoring and Water sampling (Non-Routine)**

The contractor shall obtain water level measurements from groundwater well at Frank R. Bowerman Landfill, and Santiago Landfill, according to OCWR sample schedule and sampling procedures. All water levels must be obtained prior to any well sampling being conducted.

Groundwater sampling will be conducted at Frank R. Bowerman Landfill and Santiago landfill according to the county's sampling schedule. Groundwater sampling will be conducted by utilizing the county's QED micro purge sampling equipment and the county's methods and procedures. OCWR will coordinate with the lab to provide the necessary sample bottles and pick up times. The Contractor will be responsible to properly fill out the chain of custody according to OCWR's procedures. Well MW-1 at Santiago Landfill will be monitored on a monthly basis. Sampling schedule is subject to change at short notice. The contractor will be required to fill out a field data sheet that will be turned into the county after the samples have been gathered.

The contractor will be required to obtain leachate and condensate water samples (one sample each at FRB Landfill and Santiago Landfill), as well as groundwater sub-drains. There are a total of three locations that will be sampled quarterly at FRB according to the OCWR's sampling schedule and procedures.

The contractor may be asked to perform miscellaneous storm water sampling at the county's request.

**Task C: LCRS, GES, storm water conveyance system, condensate water system and Potable/Non-Potable Water Storage & Systems (Non-Routine)**

Tasks to be performed for this item will be issued on as needed basis and shall include but not limited to the following:

- Repair/replace/upgrade all system's electrical, mechanical, structural, Instrumentation/equipment components
- Repair/upgrade/replacement of water pipelines
- Repair/upgrade/replacement of storm water v-ditches, trap channels, outlet structures and basin skimmers.
- Contractor will be required to remove and replace skimmers on an annual basis to allow for the county to remove sediment from the basins.

**Task D: Groundwater Monitoring Wells (Non-Routine)**

Tasks to be performed for this item will be issued on as needed, non-routine basis and shall include and not limited to the following:

- Well re-development
- Installation and testing of a dedicated pump system
- Procure/install complete dedicated pump system and pump controller
- Procure/install ground and surface water field monitoring equipment
- Monitoring well abandonment

**Task E: Special Services, Tools, and Equipment**

1. When directed by the Site Engineer, the Contractor shall provide special tools and equipment as well as additional training for Central Region personnel, and perform additional repair of the LCRS, GES, and Potable/Non-Potable Water Storage & Systems including electrical and mechanical work, with updated as-built drawings. All electrical work shall be performed by licensed electricians and according to National Electric Code (NEC) standards.
2. The County will reimburse the Contractor for using Subcontractors or specialized services, or renting special equipment that may be required to perform a particular job (not covered under Task A) only if it is pre-approved by the Site Engineer. Material costs and other expenses incurred by the Subcontractors will only be reimbursed at actual Subcontractors' cost plus the percentage stated in this Contract, and in accordance with the terms and conditions of the Contract. The County will not reimburse the Contractor for an additional mark-up of materials if the Subcontractor has already charged a mark-up of their materials above their actual cost. If the anticipated cost of the Subcontractor's work or the specialized services exceeds \$3,000, the Contractor shall solicit three separate bids for the County reference, unless the provision is otherwise waived by the Site Engineer. Site Engineer reserves the right to review, approve and accept Subcontractor's qualifications.

**Task F: Emergency Calls**

Site Engineer will determine if an emergency warrants an immediate response. The Contractor shall respond to all emergency calls within 3 hours of Site Engineer's initial contact. The response shall consist of an initial assessment of the emergency and/or any necessary actions to mitigate the emergency. The Contractor shall provide the Site Engineer with an around-the-clock emergency contact phone number. Failure to respond within the 3-hour timeframe may result in termination of the Contract in accordance with the terms and conditions contained herein.

If system repairs are performed to mitigate the emergency, the Contractor shall submit a written report to the Site Engineer which shall include the reason for repair (define the problem), all actions taken, and results within one week of the occurrence.

**Task G: Non-Emergency Calls**

The Contractor shall respond to non-emergency visits within 72 hours of notification. The response shall consist of an initial assessment of the conditions and/or any necessary corrective actions. Failure to respond within the 72-hour timeframe may result in termination of the Contract in accordance with the terms and conditions contained herein.

**Summary of Terms for Non-Routine Services**

As-needed, non-routine service calls will be placed against this Contract by the Site Engineer. Each activity under this Task shall be covered by a Task Order. It is expressly understood that the tasks (service calls) to which the Contractor shall respond, will be on an "as-needed" basis, approved by Site Engineer and authorized by the Site PM. As each task is identified, the Contractor shall prepare a "Task Order" which details the scope of work to be accomplished, list of deliverables, schedule for completion, and a not-to-exceed cost for its completion. Such work may be performed either on a time-and- material basis or on a lump-sum basis, depending upon the nature of the work and the quote as mutually agreed. Material and replacement parts purchased for the repair will be reimbursed at Contractor's cost plus the percentage stated in this Contract, and in accordance with the terms and conditions of the Contract.

The total not-to-exceed compensation will be broken down into individual tasks that have yet to be determined. The amounts allocated for each task may be transferred and adjusted within the total Contract amount with the written approval of the Director or designee. It will be the sole responsibility of the Site PM to monitor, track, amend or move the task dollars within the total Contract amount.

Non-routine maintenance is defined as maintenance/repair work that is not included or scheduled in routine tasks. Should the need arise or at Department's request, Contractor shall respond to any non- routine maintenance/repairs within three calendar days (72-hours) or sooner from date when problem was first noticed or request date. Non-routine maintenance shall include, but not limited to, the following:

- Work not included in Routine Operation and Maintenance.
- Improvement, repair, or replacement of deteriorated/broken system components, including all system's electrical, mechanical, structural, instrumentation/equipment components where it is not called for under Tasks A
- Installation of additional equipment to improve overall system performance.
- Replacement of deteriorated/broken system components with other parts that may not be identical but performs the same function.
- Repair or redevelopment of any or all groundwater extraction and monitoring wells.
- Drilling of additional groundwater and monitoring extraction wells.
- Maintenance requiring specialized manufacturer or specialized Subcontractor expertise.
- Repair, cleaning, testing or replacement of storage tanks.
- Engineering support services as required and/or requested by the Department.
- Install structure to secure/protect the system and its components.

**ATTACHMENT B  
CONTRACTOR RATES**

Overtime will not be paid on non-emergency response requests unless specifically authorized by the FRB Site Engineer at the time the request for service is initiated.

Rate Sheet - Task A Routine Tasks					
No.	Description	Unit	Cost Per Unit	Estimate No. of Units	Annual Cost
1	Inspections	Weekly	\$327.00	52	\$17,004.00
2	System Checks	Monthly	\$791.70	12	\$9,500.40
3	Alarm Testing	Monthly	\$78.00	12	\$936.00
4	Pump Test and Valve Checks	Semi-Annual	\$62.70	2	\$125.40
5	Annual Fire Pump Test	Test	\$1,879.00	2	\$3,758.00
6	Five-year Fire Pump Test	Test	\$1,879.00	2	\$3,758.00
Total annual sum fee for all sites for Routine Services					\$35,081.80
Rate Sheet - Task B Non-Routine Tasks					
Description	Unit	Cost Per Unit	Estimate No. of Units	Annual Cost	
Groundwater well - Water level measurement	per well	\$19.88	80	\$1,590.40	
Groundwater well - Sample	per well	\$162.43	80	\$12,994.40	
Condensate Sample	per sample	\$31.35	2	\$62.70	
Leachate Sample	per sample	\$31.35	2	\$62.70	
Groundwater Sub-drain Sample	per sample	\$31.35	12	\$376.20	
Total annual sum fee for all sites for Non-Routine Services					\$15,086.40

**ATTACHMENT B  
CONTRACTOR RATES (CONTINUED)**

Rate Sheet - Labor Rates Tasks C, D, E, F and G			
Personnel	Straight Time Hourly Rate	Overtime Hourly Rate	Holiday Hourly Rate
Supervisory	\$84.00	\$160.00	\$160.00
Technician	\$52.00	\$105.00	\$105.00
Electrician	\$105.00	\$195.00	\$195.00
Non-supervisory	\$62.00	\$120.00	\$120.00
Project Manager	\$105.00	\$200.00	\$200.00

Labor Classification Definitions:

- Supervisory – a person with superior technical knowledge that oversees project work.
- Technician – a skilled laborer with technical knowledge to perform work that does not require an on-site supervisor.
- Electrician – a tradesman specializing in electrical wiring of buildings, stationary machines, and related equipment which is licensed certified to perform electrical work in Orange County.
- Non-supervisory – includes highly-trained field staff to perform work under the direction of on-site supervisory staff.
- Project Manager - management of contract and project task orders.

**ATTACHMENT C  
COMPENSATION, PAYMENT AND INVOICING INFORMATION**

**Compensation:**

This is an all-inclusive, firm fixed price contract between County and Contractor for materials and services as specified in Attachment A, Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, shipping, freight, insurance requirements, and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the Contract requirements until acceptance, for risks connected with the services and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for materials and services delivered in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with Articles C and P of County Contract Terms and Conditions.**

**Payment Terms:**

Invoices are to be submitted in arrears, after services have been completed, to the address specified below. Payment will be Net-45 days after receipt of an invoice in a format acceptable to Orange County. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Billing shall cover services not previously invoiced. The Contractor shall reimburse Orange County for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

The ceiling amount of this Contract shall include all expenses related to the performance of work and services required to meet the tasks and deliverables as set forth in Attachment A, Scope of Work.

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

**Payment (Electronic Funds Transfer (EFT)):**

The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in the bid. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

**Invoicing Instructions:**

The contractor will provide an invoice on the contractor's letterhead. The invoice will have a unique number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Name of County agency/department
4. Contract Number (MA-299-19010027)
5. Complete breakdown of charges
6. Total

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. Invoices and support documentation are to be sent to [ocwrinvoice@ocwr.ocgov.com](mailto:ocwrinvoice@ocwr.ocgov.com) or forwarded to:

OC Waste & Recycling  
Attn: Accounts Payable  
300 N Flower St., Ste. 400  
Santa Ana, CA 92703

### **LABOR CHARGES**

Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one-quarter (1/4) hour. The hourly and/or per call rate(s) quoted in Compensation and Payment shall include direct and indirect labor charges, truck, all necessary equipment, tools, overhead, travel, other expenses, and all profit applicable to services identified by Contractor. Overtime will not be paid, unless specifically authorized by the Contract Administrator at the time the request for service is initiated.

Straight time is eight hours a day. The start time and the lunchtime are flexible depending upon the nature of the work. Overtime is any time after the straight time hours on weekdays, all day Saturday and Sunday, and will only be paid for emergency or time and materials work. The Contractor must obtain prior written approval from County before working overtime except on emergency calls. Holiday time may be charged on the County of Orange declared holidays only. County holidays to include New Year's Day, Christmas, Memorial Day, Fourth of July, Thanksgiving Day, day after Thanksgiving Day, and Labor Day.

### **MATERIAL COSTS:**

**Contractor's cost plus 10 % (shall not exceed 10%)**

Materials purchased by the Contractor for landscape services shall be charged the actual cost of the materials (excluding all applicable taxes) plus the percentage stated above. Contractor shall pay for all freight charges. Contract shall provide with his invoice a copy of the supplier's invoice for all materials costing over \$50. (No mark-up will be applied to the taxes.) Contractor warrants all labor and material used in the work for a period of one (1) year (or in accordance with manufacturer's warranty if longer) after completion of repairs.

### **SPECIAL EQUIPMENT RENTAL AND SPECIALIZED SERVICES COSTS:**

**Contractor's cost plus 10 % (shall not exceed 10%)**

Special equipment rented or specialized services used by the Contractor to perform work pre-approved by the Site Superintendent and not described in Attachment A, Scope of Work, shall be charged the actual cost plus the percentage stated above. The Contractor shall invoice the County in accordance with the terms and conditions provided herein.

### **SUBCONTRACTOR COSTS:**

**Listed Subcontractors – No markup shall be allowed**

**Specialty Subcontractors – cost plus 10 % (shall not exceed 10%)**

Contractor shall not be reimbursed for coordinating and supervising the work to be performed by a specialty subcontractor except the allowable markups.

When pre-approved by the Site Superintendent, the use of specialty subcontractors shall be reimbursed plus markup for work not described in Attachment A, Scope of Work.

Material costs and other expenses incurred by specialty subcontractors will only be reimbursed at actual subcontractors' cost plus the percentage stated in this Contract, and in accordance with the terms and conditions of the Contract. The County will not reimburse the Contractor for an additional mark-up of materials if the subcontractor has already charged a mark-up of their materials above their actual cost. If the anticipated cost of the subcontractor's work should exceed \$3,000, the Contractor shall solicit three separate bids for the County reference, unless the provision is otherwise waived by the Site Superintendent. Site Superintendent reserves the right to review, approve and accept Subcontractor's qualifications.

## ATTACHMENT D HEALTH & SAFETY PLAN REQUIREMENTS

As of 1991, the Department of Occupational Safety and Health (DOSH) - commonly referred to as Cal/OSHA - requires a written and effective Injury and Illness Prevention Program (IIPP). This is mandated in T8 CCR §3203, General Industry Safety Orders, and T8 CCR §1509, Construction Safety Orders. The IIPP is the primary component of a comprehensive Health & Safety Plan (HSP), and one that is closely evaluated by DOSH Compliance Officers. The County Safety Inspector will review the corporate HSP according to these IIPP requirements:

- **Responsibility** - 3203(a)(1): Identify the person(s) with authority and responsibility for implementing the Program. [NOTE: This is overall authority for the program – field and office]
- **Compliance** – 3203(a)(2): Include a system for ensuring that employees comply with safety and healthy work practices. This includes employee recognition, i.e. safety incentives, disciplinary actions, remedial training, or other means to ensure compliance.
- **Communication** – 3203(a)(3): Implement a system to communicate safety and health matters to all affected employees, including provisions whereby the employee can inform the employer of worksite hazards without fear of reprisal. This includes safety or “tailgate” meetings, written communications and/or postings, anonymous hazard reporting by employees, labor/management safety and health committees, or other means to ensure communication with employees.
- **Inspections** – 3203(a)(4): Include procedures for identifying and evaluating work place hazards, i.e. unsafe conditions and/or work practices. Also to be included in the inspection process is the addition of a new or previously unrecognized occupational safety and health hazard (substance, process, procedure or equipment).
- **Accident Investigations** – 3203(a)(5): The Program must include a procedure(s) to investigate injury or occupational illness.
- **Hazard Correction** – 3203(a)(6): Include methods and/or procedures for correcting unsafe and unhealthy work conditions, or practices, in a timely manner.
- **Safety Training & Instruction** – 3203(a)(7): Provide safety training and relevant instruction to employees:
  - New hires, re-classified employees, and supervisors.
  - Upon discovery of new or previously unrecognized hazards, or introduction of new materials, policy or equipment.
- **Record Keeping & Documentation:** Records taken to implement and maintain the Program shall include:
  - Safety Inspections – 3203(b)(1): Inspection records, as required by subsection (a)(4), shall include person(s) conducting inspection, identified hazards and corrective actions taken. Retain records for at least one (1) year.
  - Training - 3203(b)(2): Employee training records, as required by subsection (a)(7), shall include employee name or other identifier, dates, type of training, and instructor(s). Retain records for at least one (1) year.

The IIPP is one of a handful of programs that may be required by DOSH. Depending on your operations, your work as a Contractor may require other written programs such as those defined below. It is your responsibility as a Contractor to maintain compliance with applicable standards beyond the basic IIPP requirements, and to submit for review any programs requested by the Safety Inspector should the need arise. The Safety Inspector can be contacted at (714) 834-4117 for additional guidance.

Emergency Action Plan - T8 CCR 3220; Fire Prevention Plan - T8 CCR 3221; Hazard Communication Program - T8 CCR 5194; Confined Space Entry - T8 CCR 5156-5159; Respiratory Protection - T8 CCR 5144; Lockout/Tagout - T8 CCR 3314, 6003 & 2320; Chemical Hygiene - T8 CCR 5191 & Article 110; Bloodborne Pathogens - T8 CCR 5193; and Hearing Conservation - T8 CCR 5096 – 5100.

**ATTACHMENT E**  
**REGULATORY COMPLIANCE REQUIREMENTS (COUNTY)**

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

**A. PERMITS**

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

**B. REGULATORY COMPLIANCE AUTHORITIES**

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

1. Waste Discharge Requirements issued by the respective California Regional Water Quality Control Boards;
2. Resource Conservation and Recovery Act, Subtitle D;
3. California Code of Regulations Titles 8 (Cal-OSHA), 14, 23, and 27;
4. South Coast Air Quality Management District Rules 403, 431.1, Title V, NSPS and 1150.1;
5. National Pollutant Discharge Elimination System (NPDES);
6. County of Orange, OC Public Works Department;
7. County of Orange, OC Public Works Department Grading Manual and Excavation Code;
8. Uniform Fire Code;
9. Others may include: APWA Standard Specifications, current County of Orange Hydrology Manual and California Environmental Quality Act, as well as instructions set forth by the County or Contract Administrator; and
10. Any other agency permits pertinent to the Project.

**C. ORDINANCES**

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

**D. CULTURAL/SCIENTIFIC RESOURCES**

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

**E. DISPOSAL OF SOLID WASTE**

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

Solid waste resulting from maintenance and service may be disposed of within the active landfill at no charge if acceptable within the guidelines of a Class III landfill and approved in writing by the County. The Contractor shall contact the Contract Administrator prior to disposal for the designated disposal area.

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

**F. DISPOSAL OF LIQUID WASTE**

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

**G. STORM PROTECTION**

1. The Contractor shall take every practicable precaution to minimize danger to persons and to the work during rainy or windy conditions. The County shall protect all County facilities within their work project. Also the Contractor shall protect all facilities from damage due to the Contractor's negligence.

2. As part of its storm protection, the Contractor shall provide a storm water management plan (erosion control plan), to be reviewed and approved by the County. (Reference Section H of this Attachment, NPDES Storm Water Discharges.)

## **H. NPDES STORM WATER DISCHARGES**

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

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

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

The Contractor is not required to obtain an NPDES Construction Storm Water Industrial Activity Permit; however, the Contractor must abide by the site's NPDES requirements.

The appropriate SWPPP will be available for Contractor's review in the offices of the Contract Administrator.

## **I. DISCOVERED HAZARDOUS WASTE**

1. The Contractor shall promptly, and before the following conditions are disturbed, notify the County in writing of any:
  - a. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
  - b. Subsurface or latent physical conditions at the site differing from those indicated; and

Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

2. The County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve a hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the County shall issue a modification under the procedures described in the Contract. If hazardous waste is found, the County will contact its key waste Contractor to properly remove and dispose of the waste. The Contractor shall not disturb the waste. The Contractor shall immediately notify the County if the waste is found leaking, not containerized, or vapors or odors are detected.

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

#### **J. CONTRACTOR GENERATED HAZARDOUS WASTE**

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

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

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

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

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

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

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

#### **K. FUGITIVE DUST EMISSION CONTROL**

The Contractor shall comply with the requirements of the County Fugitive Dust Emission Control Plan in conformance with the SCAQMD Rule 403. The Contractor shall also notify County of any condition that could lead to noncompliance with the permit requirements.

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

If the Contractor fails or refuses to correct the noncompliance immediately, County may terminate the Contractor's right to proceed with the work, by written notice to the Contractor. In such event, County may take over the work and prosecute the same to completion, by Contract or otherwise at the Contractor's expense, and may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, the Contractor and the Contractor's Sureties shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time. The Contractor shall not be entitled to any time extensions or compensation for any cost due to any such action as a result of

the Contractor's failure to comply with those provisions of the County Fugitive Dust Emission Control Plan within the Contractor's control. The Contractor shall be responsible for ensuring that all Subcontractor(s) comply with the provisions of this section. The Contractor shall be liable for any action or fine imposed by the SCAQMD on those incidents of noncompliance that are within the Contractor's area of responsibility.

The County's Fugitive Dust Emission Control Plan (SCAQMD Rule 403-Fugitive Dust-April 1993) is available for Contractor's review in the offices of the Contract Administrator.

#### **L. BIOLOGICAL AND HABITAT PROTECTION**

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

#### **M. MAINTENANCE FACILITY AND WORK AREA**

Maintenance facility areas have been designated at the Landfill for the purpose of maintaining County equipment. This area is intended to be available for use by the County's Equipment Maintenance Contractor and for other Contractors and haulers only upon permission and at the convenience of the County. Any Contractor permitted to utilize this area shall inspect the area and comply with any and all provisions of these Regulatory Compliance Section Articles. All Contractors shall keep the facility clean. If this facility becomes unavailable to the County's Equipment Maintenance Contractor for any reason, the County's Equipment Maintenance Contractor shall be provided an alternate location acceptable to the Contract Administrator. No such guarantee of an alternate location is made to any other Contractor or hauler by the County. All costs related to relocating the facility is the sole responsibility of the County's Equipment Maintenance Contractor and shall be included as part of the fixed rate Contract.

Any damage or repairs caused by the Contractor or his vendors/suppliers to the designated maintenance area or other landfill facilities/projects shall be paid for or repaired by the Contractor to the satisfaction of the County. All construction and/or replacement shall be done with materials and equipment of the same kind constructed or product installed. If the Contractor does not repair the damaged facility/area within thirty (30) calendar days, the Contractor shall pay for all construction/installation and related costs performed by the County by direct deduction plus a five percent (5%) administration fee from the monthly invoice or by invoiced separate payment. Any facility considered crucial to the operation of the landfill must be repaired immediately and costs shall be paid by direct deduction plus a five percent (5%) administrative fee as above indicated in the same manner.

The Contractor shall be responsible for maintaining clean equipment and a clean working area. Removal of contaminated soil as a result of maintenance activities shall be the sole responsibility of the Contractor and shall be mitigated to County's satisfaction immediately following written notice from the Contract Administrator. The area of contamination may be tested and certified by a third independent party qualified to conduct the evaluation. The proposed certifying firm shall submit qualifications to the Contract Administrator for acceptance and approval. All costs associated with contaminated soil removal, disposal and certification, if necessary, shall be the sole responsibility of the Contractor. Prior to removal, the Contractor must provide a manifest of transport showing legal disposal of contaminated material. A copy of the manifest, certified and approved by the disposal location, shall be provided to the County prior to shipment. If the manifest is not submitted,

The County will withhold or deduct directly the estimated cost of removal and disposal from monthly invoice, plus five percent (5%) administration fee until the manifest or appropriate documentation is submitted by the Contractor.

Upon written notice from the Contract Administrator, if the Contractor does not comply with the removal of the contaminated soil immediately, the County will remove, process, transport, and certify the material as stated above and all costs incurred by the County for removal and disposal, plus a five percent (5%) administrative fee will be deducted directly from the Contractor's monthly invoice or through supplemental payment as approved by the Contract Administrator.

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

**N. Red Imported Fire Ant Interior Quarantine of Orange County**

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

**ATTACHMENT F  
LIST OF SUBCONTRACTORS**

Contractor has indicated no subcontractors are anticipated to be used for execution of this Contract.