



**COUNTY OF ORANGE
OC WASTE & RECYCLING**

Contract MA-299-21011453

For

**OPERATIONS & MAINTENANCE FOR GROUNDWATER
EXTRACTION SYSTEM AND ALL VARIOUS LIQUID
CONVEYANCE SYSTEMS FOR SOUTH REGION**

Model Contract**PAGE NO**

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**CONTRACT NUMBER
MA-299-21011453
FOR
OPERATIONS & MAINTENANCE SERVICES OF GROUNDWATER EXTRACTION
AND LIQUID CONVEYANCE SYSTEMS**

THIS CONTRACT Number MA-299-21011453 for Operations & Maintenance (O&M) of Groundwater Extraction and Liquid Conveyance Systems at South Region Landfills (“**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 through its OC Waste & Recycling Department, (“**County**”) and Civil Environmental Survey Group Inc. (CES), (“**Contractor**”) with a place of business located at 33175 Temecula Parkway Ste. A734, Temecula, CA 92592. County and Contractor are sometimes referred to individually as “**Party**” or collectively as “**Parties**.”

RECITALS

WHEREAS, County solicited via a Request for Proposal (“**RFP**”) for O&M of Groundwater Extraction and Liquid Conveyance Systems at South Region Landfills; and

WHEREAS, Contractor responded to RFP and represented that Contractor is qualified to provide O&M of Groundwater Extraction and Liquid Conveyance Systems to County; and

WHEREAS, Contractor agrees to provide O&M of Groundwater Extraction and Liquid Conveyance Systems to South Region Landfills as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, Contractor agrees to accept payment set forth in Contractor’s Pricing, attached hereto as Attachment B and incorporated herein;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS:

- 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 adjudication to another county.
- B. Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, contains the entire Contract between the parties with respect to the matters herein, and there are no 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 paragraph "Z" below, and as more fully described in paragraph "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 paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. Assignment or Sub-Contracting:** 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 Provision:** Prior to the provision of services under this Contract, the Contractor 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:

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

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* 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.

If Contractor's Professional Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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

Insurance certificates should be emailed to the DPA listed in Additional Term and Condition, Notices.

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

County expressly retains the right to require 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/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

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.

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 paragraph "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 Indemnities") 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 Indemnities, 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, including attachment(s), specifies the contractual terms and conditions by which the Contractor shall provide Operation and Maintenance (O&M) for Groundwater Extraction System and All Various Liquid Conveyance Systems for South Region Landfills on an as-needed basis.
2. **Term:** This Contract shall be effective upon approval of the County Board of Supervisors and execution of all necessary signatures and shall continue for three (3) consecutive calendar years, in an amount not to exceed \$1,050,000, with excess funds to be carried over from year to year, unless otherwise terminated as provided herein.
3. **Renewable Annually with Concurrence:** This Contract may be renewed for two (2) additional one-year terms, by mutual written agreement of both Parties, in an amount not to exceed \$350,000 per year. The County does not have to give reason if it elects not to renew.
4. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
5. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.
6. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon past usage. The Contractor agrees to supply services requested, as needed by the County, at rates/prices listed in the Contract, regardless of quantity requested.
7. **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.
8. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no

later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

9. **Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
10. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
11. **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.
12. **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.
13. **Contractor Personnel:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
14. **Contractor Personnel – Drug Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace
 - b. The organization's policy of maintaining a drug-free workplace;

- c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
- a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- 1. The Contractor has made false certification, or
- 2. The Contractor violates the certification by failing to carry out the requirements as noted above.

15. 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.

16. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

17. Americans with Disabilities Act (ADA): Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

18. Nondiscrimination – Statement of Compliance: The Contractor’s signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the Contractor has, unless, exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Sections 11102 and 11103.

19. 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 section K herein.

20. 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 Section 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.

21. 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 performance of the Contract.

- 22. County's Project Manager:** The County Project Manager will act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and Contractor personnel from providing services to County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 3 calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld.

- 23. Contractor's Project Manager:** Contractor Project Manager will direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

- 24. Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

- 25. 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 the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

- 26. Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

- 27. News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County DPA. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County.

- 28. Notices:** Any and all notices, request demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the 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 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. (CES)
33175 Temecula Parkway Ste.
Address: Ste. A734
Temecula, CA. 92592
Attn: Jim Keegan
Phone: 951-898-6000
Email: jkeegan@cesgroup.co

County

Name: County of Orange,
OC Waste & Recycling
Address: 601 N. Ross St.
5th Floor
Santa Ana, CA 92701
Attn: Wendi Osborne
Phone: 714-834-2166
Email: Wendi.osborne@ocwr.ocgov.com

- 29. Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

[Signature Page Follows]

The Parties hereto have executed this Contract on the dates shown opposite their signatures as shown below.

CIVIL ENVIR

Skye Green

CEO

Print Name

4/19/21

Signature

James Keegan

CFO

Print Name

4/20/21

Signature



* If the contr
Board, the Pr
Financial Off
as long as he
proof of such
indicating his
signature is a
to bind the co

one (1) signature by the Chairman of the
retary, any Assistant Secretary, the Chief
alone is sufficient to bind a corporation,
described above. For County purposes,
ual sign the instrument twice, each time
ion. In the alternative, a single corporate
nstrating the legal authority of the signee

County of C

Print Name

Title

Signature

Date

APPROVED AS TO FORM

County Counsel

Paul Albarian

Digitally signed by Paul Albarian
DN: cn=Paul Albarian, o=County Counsel, ou,
email=Paul.Albarian@coco.ocgov.com, c=US
Date: 2021.04.27 14:09:04 -0700'

By Paul M. Albarian, Senior Deputy

Date

ATTACHMENT A SCOPE OF WORK

I. SITE INFORMATION

The services required for this Contract are Operation and Maintenance (O&M) for Groundwater Extraction System and All Various Liquid Conveyance Systems for South Region Landfills. The Scope of Work (SOW) consists of two areas.

1. Services provided at the active Prima Deshecha Landfill.

The Prima Deshecha Sanitary Landfill (Prima) is located at 32250 Avenida La Pata, San Juan Capistrano. The site may be accessed from Interstate 5 via east on Ortega Highway (Hwy 74), past San Juan Creek to Avenida La Pata south towards the landfill entrance (see Exhibit 1, Project Site Maps). The landfill is owned by the County of Orange and operated by OC Waste & Recycling (County). The site operating hours are 7:00 am to 5:00 pm, Monday to Saturday. Contractor may access the site before or after operating hours by coordinating with the County Site Personnel.

2. Services provided at four closed landfill sites.

The sites covered under this SOW include:

- Coyote Canyon Landfill, located at 20661 Newport Coast Drive, Newport Beach, CA 92657. Entrance to the landfill is through the main gates located at the traffic lights south of Sage Hill, on the west side of Newport Coast Drive (see Exhibit 1, Project Site Maps). This is a closed landfill and is maintained by the County. The site office hours are from 6:00 am to 4:30 pm, Monday through Friday.
- Forster Canyon, located at La Novia and San Juan Creek Rd, San Juan Capistrano, CA 92675.
- Lane Road, located at 1 Ethel Copen Way, east of Harvard, west of Culver, Irvine CA 92612.
- San Joaquin, located at southeast corner of Macarthur Blvd. and Fairchild Road, Irvine, CA 92617.

II. DESCRIPTION OF GROUNDWATER EXTRACTION SYSTEM AND ALL VARIOUS LIQUID CONVEYANCE SYSTEMS

Prima Deshecha Landfill

The services required by this Contract is to operate and maintain the Prima Deshecha Groundwater Extraction System (GES) and Misting System. However, other liquid conveyance systems such as reclaimed water system, potable water system, leachate collection/storage system, landfill gas condensate collection/storage system, etc. need to be maintained in good operational condition and will require some repair work to be provided on an as-needed as-requested basis.

The purpose of the GES is to prevent groundwater potentially impacted by the refuse from migrating down gradient. The GES is comprised of four (4) extraction wells, an air compressor station, a groundwater storage tank, and a truck loading station.

Each extraction well is equipped with a pneumatic ejector pump, pump controller, and a filter, all mounted in a concrete vault. The compressor station houses a five horsepower, 230 VAC, two stage/two cylinder air compressor with 175 psi output, an air supply filter/regulator control panel, and five liquid flowmeters with totalizers. An exterior light is mounted on the pump house with a pole-mounted light located nearby. The system's storage tank has a capacity of 4,000 gallons. It has a level sight tube on one end, a high level sensor, a 300 gpm discharge pump (230 VAC, 3 Phase), and a groundwater totalizer in the unloading line. The tank and the totalizer are mounted inside a secondary containment structure. The secondary containment structure includes a water level sensor and a 1/6 hp, 115 VAC single- phase sump pump.

The pneumatic ejector pumps, controlled by pneumatic pump controllers, pump groundwater from the wells. Groundwater from each well flows through individual flow meter/totalizer and then is combined to flow through one flow meter/totalizer and discharged into the storage tank. The compressor is used to supply the air used by the pumps and the pump controllers. When the groundwater in the storage tank reaches the high point level, the float switch stops the air supply to the pump system via solenoid valves, preventing any more groundwater from being pumped into the tank. Groundwater is also loaded to the water truck via the truck loading station. The water truck loading station is the line from a discharge pump to the three-inch flex hose fitted with a female Kamlok with a male plug at the end.

Contractor shall also perform additional repair of the GES, groundwater monitoring wells, including but not limited to the extension, modification, installation, or redevelopment of any wells hauling and disposal of liquids, calibration of flowmeters, repair of reclaimed water system, potable water system, leachate system, reclaimed water storage tanks, leachate storage tanks, electrical and mechanical work, on as-needed bases or any other work necessary to keep the landfill liquid management system operating.

The Prima site includes 10 groundwater monitoring wells and 12 groundwater piezometers.

Covote Canyon Landfill

The services required under this Contract includes maintenance of the groundwater systems at the South Region closed site. However, other liquid conveyance systems such as reclaimed water system, potable water system, leachate collection/storage system, landfill gas condensate collection/storage system, etc. need to be maintained in good operational condition and may require some repair work to be provided on an as-needed as-requested basis.

The Groundwater Extraction System (System) at Coyote Canyon Landfill was designed to extract impacted groundwater and to collect spring water. Both groundwater and spring water are disposed of in an existing sewer riser. The System currently consists of: six (6) extraction wells with six (6) pneumatic pumps, one (1) detention vault, three (3) transfer electrical pumps, two (2) compressors, and one (1) control panel, eleven (11) flowmeters, five (5) horizontal 10,000 gallon storage tanks, a truck loading station, an electrical system, an alarm system and a 12,000 feet sewer line.

The System works as follows: Groundwater is pumped from the extraction wells into the detention vault by submersible pneumatic pumps. The pumping rate at each pump is controlled by the pressure level in the compressed air line. Spring water flows directly into the sewer manhole. The water level in the detention vault is controlled by a level sensor, which turns on or turns off the transfer pumps depending on the water level. When one pump cannot keep up with the incoming groundwater flow, the second pump is activated. The transfer pump(s) moves the water from the detention vault to the sewer line system via a flowmeter, or to horizontal storage tanks via a flowmeter/totalizer in case of sewer line failure (bypass mode).

In the bypass mode, a float switch controls the water level in each storage tank. The recovered groundwater from the storage tanks is pumped via a flowmeter and transfer pump and discharged to the sewer or gravity loaded into a water truck by site personnel via the truck loading station and will be disposed at a publicly owned treatment works or hauled offsite for disposal by a licensed hauler. The electrical supply system consists of control panels, transformers, disconnect switches, an alarm system and overhead electrical lines. The System is operated 24 hours a day, seven days a week.

The System is currently shut down. All six (6) pneumatic pumps, tubing and electrical controls have been retrieved from within the extraction well, decontaminated and placed in storage for future use. Full operation of the System, as described above, may or may not be restored.

The Coyote site includes 17 groundwater monitoring wells, 19 groundwater piezometers, and 5 dual phase extraction wells.

Contractor shall also perform additional repair of the GES, groundwater monitoring wells, including but not

limited to the extension, modification, installation, or redevelopment of any wells hauling and disposal of liquids, calibration of flowmeters, repair of reclaimed water system, potable water system, leachate system, reclaimed water storage tanks, leachate storage tanks, electrical and mechanical work, on as-needed as-requested bases or any other work necessary to keep the landfill liquid management system operating.

Other Closed Sites

In addition to the Systems described above, there are numerous groundwater monitoring wells at Forster Canyon, Lane Road, and San Joaquin. The number of wells at each site are listed below:

- Forster 4 monitoring wells
- Lane Road 6 monitoring wells
- San Joaquin 6 monitoring wells

Well depths for all of these wells are available upon request. Some or all of these wells may require development and/or redevelopment during the life of this Contract. In addition, most of these wells possess dedicated 2” Grundfos® pumping systems, QED low-flow micropurge pumps or equivalent system. Some or all of these pumps may require installation, maintenance, and/or removal during the life of this Contract. Contractor shall, upon request, inspect and repair any groundwater monitoring wells at any of the above-mentioned closed sites.

Contractor shall also perform additional repair of the groundwater monitoring wells, including but not limited to the extension, modification, installation, or redevelopment of any wells hauling and disposal of liquids, calibration of flowmeters, repair of reclaimed water system, potable water system, leachate system, reclaimed water storage tanks, leachate storage tanks, electrical and mechanical work, on as-needed as-requested bases or any other work necessary to keep the landfill liquid management system operating.

III. HEALTH AND SAFETY PLAN

1. Health and Safety Laws and Regulations

The Contractor shall provide its Health and Safety Plan in accordance with the following instructions.

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 must meet all regulatory requirements for the specific work which is proposed. However, 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:

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

Required by Scope of Work:

- F. 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.**
- G. Requirements for Excavations and Shoring (Cal. Code Regs., Title 8, §1541.1): All employers are required to have this program in writing **if excavating.**
- H. 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.**
- I. 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.**
- J. 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.
- K. 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.**
- L. Welding, Brazing, and Cutting (Cal. Code Regs., Title 8, §§1536, 1537): Requirements must

be included in the H&SP **if performing these actions.**

- M. 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. CONTRACTOR REQUIREMENTS

A. General

1. Contractor shall furnish all labor, materials, tools, equipment, and transportation, required to perform the specific tasks described in the SOW including but not limited to maintenance and repair tasks for the liquid conveyance system at the Prima Deshecha and Coyote Canyon Landfills and for the groundwater monitoring wells at Forster Canyon, Lane Road, and San Joaquin closed landfill sites.
2. Contractor shall ensure the GES at Prima is kept in good operating order in accordance with the specifications to minimize the downtime of the system. See Appendix B, Proposed Inspection/Maintenance Schedule, for the description of the proposed work.
3. 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. 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.
4. 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.
5. Contractor shall not make any changes in personnel assigned to this project without approval from OC Waste & Recycling Project Manager (County PM) or designee. 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.
6. 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 County PM. Contractor shall bring to the attention of the County PM any potential problems discovered and offer suggestions or solutions before checking out.
7. 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.
8. Contractor shall keep the work areas clean and free from any debris at the completion of each task. All debris shall be disposed of off-site by the Contractor in accordance with all applicable codes, ordinances, and laws pertaining to the disposal of the material.
9. 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.
10. A kickoff meeting may be held between the County PM and Contractor upon Contract award and after receipt and approval of Contractor's insurance certificates, and Health & Safety Plan.

11. Upon termination of the Contract, or upon County request, the Contractor shall surrender all spare parts, in good condition, to the County PM.
12. Contractor shall prepare a routine inspection checklist for tasks to be performed for the operation and maintenance of the GES at Prima. This storage tank and sample form shall be submitted to the County PM for review within two weeks of Contract award. The approved sample form shall be filled out and submitted as part of the weekly inspection report to the County PM. The Prima Groundwater Pump and Storage Tanks Sample Form is provided as Attachment D.
13. The County shall not be responsible for Contractor's drinking water, telephone, fax, and toilet needs while its workers are on site premises.
14. All meetings held between the County and Contractor 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 qualifications:

1. Contractor's Project Manager shall have a minimum of five years of experience in the operation and maintenance of ground water extraction systems and liquid conveyance systems (including level controls, pumps, and electrical systems).
2. Proposed Contractor personnel to be assigned to operate, maintain, and perform troubleshooting services in accordance with this Contract must 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 must 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 the SOW. Contractor shall provide the County PM with a 24-hour telephone number.
5. Contractor shall perform at least 80 percent of the quantity of work included in this SOW **without Subcontractor services**.

C. Submittals

1. Copy of Contractor 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. A list of three references, including contact person's name, telephone and fax numbers, email address, company name, address and type of business, a brief description of the work completed, and dollar amount of the work. If available, include one reference from a governmental agency for which Contractor provided similar work. Use Exhibit 1, Company Profile and References.
4. Inventory List of Contractor's tools, equipment, and vehicles, including make and model.
5. Provide a list of proposed subcontractors and a copy of their license(s) in Attachment H, List of Subcontractors. Also provide a minimum of two (2) references for each subcontractor listed (name, address, telephone, fax numbers, work performed and dollar amount of work). Should the

Contractor need to replace a subcontractor in the original list submitted for this Contract, the Contractor shall notify the County PM two (2) weeks in advance, and provide the following information on the new subcontractor: name, address, telephone number, fax number, license, and two references with description of work performed and including the dollar value for the subcontractor.

V. SPECIFIC TASKS

Work to be done shall include, but is not limited to the following tasks:

A. Task 1 - Prima Deshecha Routine and Preventive Maintenance, Inspection, Repair, and Reporting

Contractor shall inspect and monitor the entire Groundwater Extraction System (GES) and make adjustments as necessary to achieve the optimum performance of the system. Contractor shall conduct **one inspection per week** and complete the tasks listed in the approved checklist during each visit (reference Section IV. A). Contractor shall keep the areas clean, including removal of debris and weeds, as needed. Contractor is to fill out a weekly inspection form following each visit and electronically submit to County PM, any problem or service performed during the weekly inspection. A sample inspection form is provided as Attachment D.

Contractor shall perform routine preventive 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. This task shall be performed in a timely manner and with minimum disruption of operation of any system. All observations and work performed under this task shall be documented in the project logbook.

Contractor shall submit a monthly summary report to the County PM. The report shall contain a summary of all services performed during the month, monitoring activities, problems encountered and recommendations for repairs, adjustments, remediation, status of the inventory list, if applicable, and all the completed data sheets. All data provided shall be kept in a digital format approved by County PM.

In addition, Contractor shall keep a bound logbook on-site and shall record all visits and the summary of services rendered. Date, time, personnel, actions taken, and any other pertinent information shall be recorded permanently in ink.

All problems and issues shall be documented and when appropriate, photographed with a digital camera. Photographs shall be labeled with the location, date, time, personnel involved, and comments regarding the problem. All photographs and negatives shall become the property of the County.

B. Task 2 - Coyote Canyon and Closed Sites Routine and Preventive Maintenance, Inspection, Repair, and Reporting

Contractor shall inspect and maintain the entire System and make adjustments as necessary to achieve the optimum performance of the System. Contractor shall conduct **one inspection per week** and complete the tasks listed in the approved checklist per Attachment D, Proposed Inspection/Maintenance Schedule, during each visit and submit the completed checklists with the monthly report. Any problem noticed during the regular inspection shall be recorded in the project logbook and reported to the County PM on the same day. The field inspection record is to be faxed or emailed to County PM the day after the regular inspection. Contractor shall conduct monthly testing of alarm system.

Contractor shall keep all areas clean (including extraction wells, detention vault, sewer riser, and storage tank area) including removal of debris and weeds, as needed.

While System is shut down, the Contractor shall conduct **one inspection per month** and complete the tasks listed in the approved checklist per Attachment D, Proposed Inspection/Maintenance Schedule, during each visit and submit the completed checklists with the monthly report. Any problem noticed during the regular inspection shall be recorded in the project logbook and reported to the County PM on the same day. The field inspection record is to be faxed or emailed to County PM the day after the regular inspection. Contractor shall conduct monthly testing of alarm system.

Contractor shall keep all areas clean (including extraction wells, detention vault, sewer riser, and storage tank area), including removal of debris and weeds, as needed.

With County PM's written approval, Contractor shall perform routine preventive 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. This task shall be performed in a timely manner and with minimum disruption of operation of any system. The routine preventive maintenance (tasks and schedule) to be performed per O&M manual by the Contractor shall be submitted within 14 days of Contract award. All observations and work performed under this task shall be documented in the project logbook.

Contractor shall submit a monthly report for each calendar month on or before the seventh day of the following month to the County PM. The report shall contain a summary of events, all services performed during the month, monitoring activities, problems encountered, and recommendations for repairs, adjustments, remediation, status of the inventory list, and all the completed data sheets. All data provided shall be kept in a digital format approved by County PM.

In addition, Contractor shall provide and maintain a bound project logbook on-site and shall record all visits and the summary of services rendered. Date, time, personnel, actions taken, and any other pertinent information shall be recorded permanently in ink.

All problems and issues shall be documented and when appropriate, photographed with a digital camera. Photographs shall be labeled with the location, date, time, personnel involved, and comments regarding the problem. All photographs (hard copies and digitals) shall become the property of the County.

The Contractor shall update the O&M manual as needed and as directed by County PM.

C. Task 3 - Spare Parts and Inventory

Contractor shall prepare a list of recommended consumable items and recommended spare parts for the GES and groundwater sampling systems. The list shall be submitted to the County PM within six weeks of Contract award.

Contractor shall keep a running inventory of consumable items (supplies and materials) and recommended spare parts and include a copy in the monthly report. Contractor shall inform the County PM if any such items/parts need to be replenished. Contractor shall store the items/parts on site in the GES compressor house. Upon termination of the Contract, the inventory of supplies, materials, and parts shall remain the property of the County.

With County PM's written approval, Contractor shall purchase spare parts, supplies, materials, and special tool/equipment required for the operation and maintenance of the System. County will reimburse the Contractor the cost of the spare parts, supplies, and materials plus the percentage indicated in Attachment B, Contactor Rates. All parts, supplies, materials, and special tool/equipment are to be new and of the same manufacture as equipment being worked upon. Upon termination of the Contract, the inventory of parts, supplies, materials, and special tool/equipment shall remain the property of County.

D. Task 4 - Non-Routine Repair, Special Services, and Equipment

When directed by County PM, Contractor shall perform non-routine repair of the GES, groundwater monitoring wells, and misting system, including but not limited to the extension, modification, installation, or redevelopment of any wells hauling and disposal of liquids, calibration of flowmeters, repair of reclaimed water system, potable water system, leachate system, reclaimed water storage tanks, leachate storage tanks, electrical and mechanical work, or any other work necessary to keep the system operating. Contractor shall submit a cost proposal to the County PM prior to commencing work. Depending on the cost proposal, County PM may require additional cost estimates from different vendors which will provide County with competitive rates, and reserves the ability to award work outside of this contract when it is in the County's best interest. Contractor shall proceed only after receiving County PM's written Notice to Proceed (NTP). Within one week after the work is performed, Contractor shall submit a written report to the County PM, which will include reason for repair, all actions taken, and results.

Such work may be performed either on a not to exceed (NTE) time and material basis or on a lump sum basis, depending upon the nature of the work and the quote being mutually agreed upon by both parties. Labor rates shall be in accordance to non-emergency response rates as shown in Attachment B, Contractor Rates. All extra services may be subject to the approval of the Director of OCWR or the Orange County Board of Supervisors. Each activity under this Task will be covered by a **Task Order**. It is expressly understood that the tasks (service calls) to which the Contractor is asked to respond to, will be on an "as-needed" basis, approved by and authorized by the County PM. As each task is identified, the Contractor shall prepare a "Task Order Proposal" which details the scope of work to be accomplished, list of deliverables, scheduled for completion, and a not-to-exceed cost for its completion. Such work may be performed either on a NTE time-and-material basis or 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 County PM to monitor, amend or move the task dollars within the total Contract amount.

Written pre-approval by County PM is required for reimbursement to the Contractor for rental and use of special equipment and specialized services required to perform particular work, plus the percentage indicated in Attachment B, Contractor Rates. Contractor shall invoice County in accordance with the terms and conditions provided herein.

Contractor shall warrant all labor and materials used in the work for period of one year (or in accordance with manufacturer's warranty if longer) after completion of repair and acceptance by county.

E. Task 5 – Misting System Routine and Preventive Maintenance, Inspection, and Repair

Contractor shall inspect and perform routine preventive maintenance of all equipment related to the misting system at Prima Deshecha Landfill near Wilson's Ridge parallel to the northern asphalt road per the O&M manual and in accordance with the manufacturer's recommendations. Maintenance of all the misting system equipment, which shall include, but is not limited to, hoses, tubing, stainless steel lines, nozzles, pumps, and fog emitters.

Routine maintenance shall also include monthly solar panel cleaning, replacement and cleaning of nozzles, and periodic system inspections. This task shall be performed in a timely manner and with

minimum disruption of operations.

In addition, Contractor shall keep a bound logbook on-site and shall record all visits and the summary of services rendered. Date, time, personnel, actions taken, and any other pertinent information shall be recorded permanently in ink.

All problems and issues shall be documented and when appropriate, photographed with a digital camera. Photographs shall be labeled with the location, date, time, personnel involved, and comments regarding the problem. All photographs and negatives shall become the property of the County.

F. Task 6 - Emergency Calls and Response

The Contractor shall provide at least two (2) telephone numbers which will be programmed into the System's auto-dialer. Contractor's Project Manager/ Supervisor shall respond, on-site, to calls from the auto dialer or from the County PM **immediately or within 2 hours** given the circumstances.

Contractor shall rectify the problem as soon as possible to minimize System downtime. All auto-dialer service visits shall be recorded in the project logbook. The Contractor shall submit a written report to the County PM within one week after each auto-dialer service call. The report shall include reason for the auto-dialer call (description of the problem), actions taken, results, recommendation, time, and date of the call, number of hours worked, and name of technician. Contractor shall notify the County PM with details of each auto-dialer call within one day of the call. County will specify which alarm condition requires a one-hour response time during the kickoff meeting.

Failure to respond within a reasonable time frame may result in termination of the Contract in accordance with the terms and conditions contained herein. Contractor shall pay any incidental fines resulting from late or non-response.

For invoicing purposes, indicate date and time of auto-dialer service call, total number of hours worked, name of technician. As backup, a copy of the report (mentioned above) shall be attached. The Contractor shall also submit telephone/pager record, which lists all the auto-dialer calls received for the month of service the invoice is being submitted.

G. Task 7 - Urgent Calls and Response

Contractor shall respond on-site to urgent calls requested by the County PM by the next business day meaning Monday through Friday, excluding Holidays.

Contractor shall submit a written report within one week after each emergency incident. In case of equipment breakdown, Contractor shall evaluate the problem and recommend a solution and alternatives to rectify the problem, with cost information, to the County PM. Contractor must receive an approval from the County PM before implementing repairs.

H. Task 8 - Groundwater Monitoring Well Sampling

Contractor may be required to sample groundwater monitoring wells at any of the closed sites as requested by the County PM. If this occurs, Contractor shall perform groundwater sampling according to County protocols (a copy of which will be provided upon request) and shall send samples to County's contracted laboratory. Sampling equipment, including generators, decontamination equipment, portable pumps, etc. shall be provided by Contractor. Ice chests, trip blanks, sampling bottles and Chain of Custody forms shall be provided by County PM.

**ATTACHMENT B
CONTRACTOR RATES**

TASKS	<u>MAINTENANCE FEES</u>		
	<u>Total Maint/Mo.</u>	<u>Total Maint/Yr.</u>	
Prima Deshecha Routine and Preventive Maintenance, Inspection, Repair, and Reporting (Task 1)	\$ <u>1,660.00</u> /mo	\$ <u>19,920.00</u> /yr	
Coyote Canyon and Closed Sites Routine and Preventive Maintenance, Inspection, Repair, and Reporting (Task 2)	\$ <u>385.33</u> /mo	\$ <u>4,624.00</u> /yr	
Spare Parts and Inventory (Task 3)	\$ <u>110.00</u> /mo	\$ <u>1,320.00</u> /yr	
Non-Routine Repair, Special Services, and Equipment (Task 4)	\$ <u>0.00</u> /mo	\$ <u>0.00</u> /yr	
Misting System Routine and Preventive Maintenance, and Repair (Task 5)	\$ <u>2,439.73</u> /mo	\$ <u>29,276.76</u> /yr	
	<u>LABOR RATES</u>		
	<u>Supervisory</u>	<u>Non-Supervisory</u>	<u>Technical</u>
<u>Non-Emergency Non-Routine Calls: scheduled arrival/response (Task 4)</u>	\$ <u>88.00</u> /hr	\$ <u>75.00</u> /hr	\$ <u>57.20</u> /hr
<u>Emergency Calls and Response (Task 6)</u> 2 hour response	\$ <u>145.20</u> /hr	\$ <u>123.75</u> /hr	\$ <u>85.80</u> /hr
<u>Urgent Calls and Response (Task 7)</u> Monday through Friday, normal hours	\$ <u>101.20</u> /hr	\$ <u>86.25</u> /hr	\$ <u>59.80</u> /hr

Groundwater Monitoring Well Sampling (Task 8): \$ 478.00/well

** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures are approximate, based upon past usage. The Contractor agrees to supply services requested, as needed by the County of Orange, at rates listed in the Contract, regardless of quantity requested.

Supervisory classification includes management and professional staff and consists of the following titles **(provided by CES)** :

Project Manager: Field Supervisor, Electrician, Geologist, Engineer

Non-Supervisory classification includes highly-trained field staff and consists of the following titles **(provided by CES)**:

Senior Technician: Control Specialist

Technical classification includes other trained staff and consists of the following titles **(provided by CES)**:

Field Technician: Field Technician

The hourly rates shall include all costs for the work to include direct and indirect labor charges, truck, all necessary equipment, tools, travel, other expenses and all profit. Overtime will not be paid on non-emergency response requests unless specifically authorized by the Frank R. Bowerman Landfill (FRB) Site Engineer at the time the request for service is initiated.

Fee Schedule:

Description	Classification	Non-Emergency Non-Routine Task 4	Emergency Calls Task 6	Urgent Calls Next Day response (Mon. thru Friday) Task 7
Project Manager	Supervisory	\$ 88.00	\$ 145.20	\$ 101.20
Field Supervisor	Supervisory	\$ 88.00	\$ 145.20	\$ 101.20
Staff Geologist	Supervisory	\$ 88.00	\$ 145.20	\$ 101.20
Staff Engineer	Supervisory	\$ 88.00	\$ 145.20	\$ 101.20
Electrician	Supervisory	\$ 88.00	\$ 145.20	\$ 101.20
Senior Technician	Non-Supervisory	\$ 75.00	\$ 123.75	\$ 86.25
Control Specialist	Non-Supervisory	\$ 75.00	\$ 123.75	\$ 86.25
Field Technician	Technical	\$ 57.20	\$ 85.80	\$ 59.80
A. Supplies and Other Projects Expense Cost + 10% Adm. Burden				
B. Subcontractor Charges Cost +10% Adm. Burden				

Attachment B (continued)**MATERIAL COSTS:**

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

Parts, supplies, materials, tool/equipment purchased by Contractor to operate and maintain the system will be charged the actual cost of the parts (including all applicable taxes) plus the percentage stated above. All parts shall be F.O.B. Destination (specific location to be determined by County PM). All applicable taxes will be applied after the mark-up has been added: no additional cost or mark-up will be applied to the sales tax amount. Contractor shall provide with every invoice, a copy of supplier's invoice billed to the Contractor, for any part costing \$50.00 or more. Travel Time to procure unforeseen maintenance parts, supplies, materials, and tool/equipment in an emergency call shall be reimbursed no more than the fixed amount of **\$200.00** per emergency incident.

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 County PM 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.

LABOR REQUIREMENTS:

The hourly and/or per call rate(s) quoted in Attachment B, Contractor Rates, 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 County PM 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 PM before working overtime except on emergency calls. Holiday time may be charged on the County declared holidays only.

Labor hours shall be charged based on 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. No minimum rate shall be assessed and no overtime charges will be allowed or invoiced in this Contract.

SUBCONTRACTOR COSTS:

When pre-approved by the County PM, the use of Subcontractors or specialized services shall be reimbursed as follows: Labor and equipment shall be reimbursed at the actual cost. No markup for Subcontractor labor and equipment shall be allowed in this Contract.

**ATTACHMENT C
COMPENSATION & PAYMENT**

COMPENSATION:

This is a fixed ceiling, time and materials Contract for Operations and Maintenance for Groundwater Extraction System and All Various Liquid Conveyance System for South Regions Landfills as provided in Attachment A, Scope of Work.

The Contractor agrees to accept the compensation specified herein as full remuneration for performing all services and furnishing all staffing and materials called for; and for any reasonably foreseeable difficulties, which may arise or be encountered in the prosecution of the services; and for performance by the Contractor of all its duties and obligations hereunder.

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. The County shall have no obligation to pay any sum in excess of said ceiling price, unless authorized by a written modification issued in accordance with Articles "C" and "R" of this Contract. Labor hours and other costs incurred to complete the services and materials as set forth in this Contract, which exceed the total ceiling amount of this Contract, shall be borne by Contractor.

The Contractor shall notify the County Project Manager or designee in writing when expenditures against the Contract reach 75% of the total dollar limit of the Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the total dollar limit of the Contract unless an amendment to cover those costs has been issued by the County. This notification must come within 3 working days of receipt of invoice that is within the notification limit.

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.

The responsibility for providing an acceptable invoice to the County of Orange for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. The invoice shall be verified by the County Project Manager and is subject to routine processing requirements of the County. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

Contractor shall submit separate invoices for work completed. Contractor shall not combine orders when invoicing the County. Each invoice shall only reference one and only one order number. Invoices that reference multiple County order numbers shall be rejected and returned to Contractor. Invoicing and payment related questions shall be directed to Auditor-Controller/Accounts Payable at the address shown above.

For each emergency and non-emergency visit, Contractor shall include back-up consisting of:

- a. Personnel name(s)
- b. Date of visit, time spent, and the time of day
- c. Reason(s) for the visit
- d. Receipts of materials/parts procured and/or specialized equipment/tools rented
- e. Subcontractor's invoice(s)

All the costs on each invoice will be separate and itemized with reference to the task number and scope of work section. Invoice documentation shall include, but is not limited to the following:

- a. Description of Services
- b. Date of Service, Completion of Service, and duration
- c. Copy of Task Order Proposal, pre-approved by County Project Manager (if applicable)
- d. Labor Cost per Hour, job title and hourly rate

- e. Material Costs (including any back-up documentation such as vendor's invoice, delivery/packing slip as required)
- f. Subcontractor Costs, if applicable
- g. Equipment Costs, if applicable
- h. Mobilization/Demobilization, if applicable
- i. Total Invoice Amount

All emergency and non-emergency services will have a backup sheet describing the name of the person; log sheets, time spent, reason for the visit, the time of the day, and charges for each visit. Include any supporting documentation as required herein, such as Site PM's authorization.

TERMS

Contractor shall submit an invoice in *arrears* for Services provided as outlined in Attachment A, Scope of Work.

Payment due to the Contractor will be made within 45 days after receipt of a correctly submitted invoice. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided.

Payment made by the County shall not preclude the right of the County from thereafter disputing any service billed or involved under this Contract and shall not be construed as acceptance of any part of the work (services).

Invoicing Instructions

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. The Contractor shall provide an invoice on the Contractor's letterhead. The invoice shall have a unique number and shall include the following information:

- a. Contractor's Name and Address
- b. Contractor's Remittance Address
- c. Name of County Department
- d. Copy of pre-approved task order quote (signed by County Project Manager)
- e. Detailed description of tasks/services and deliverables
- f. Name of site and address where services were rendered
- g. Task or Sub-Task Number
- h. Date of service
- i. Cost per task
- j. MA Number MA-299-21011453
- k. Total

Invoices and supporting documents shall be submitted to ocwrinvoice@ocwr.ocgov.com or mailed to the following address:

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

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. To request a form, please contact the department's procurement representative. Completed form and required documentation must be submitted by mail to the physical address listed on the EFT form. Forms submitted electronically will not be accepted.

ATTACHMENT D
Proposed Inspection/Maintenance Schedule

FREQUENCY	EQUIPMENT/AREA	MAINTENANCE ACTIVITY
WEEKLY	Compressor House	Inspect the compressors. Check the oil level. Replace as necessary. Check the air filter. Replace as necessary. Check the belt. Replace as necessary. Check the safety relief valve. Check the blowdown system, including the condensate trap. Inspect the filter panel. Check the water and air lines, piping, and valves. Record: hour meter, flowmeters M1 through M5, air pressure, and air pressure to the pump controller. Inspect the electrical panel. Keep the area clean.
	Storage Tank Area	Inspect the storage tank. Check the level. Keep the sight tube clean. Inspect the second containment. Check the second containment float switch. Check the sump pump. Record the unloading flowmeter. Keep the area clean.
	Extraction Wells E1 through E4	Inspect the well vault. Check the pump controller. Check the pump operation. Check the air and water lines. Replace the filter if necessary. Record the ejector; inch water column, cycle count, fill time setting, empty time setting, bubbler psi, controller psi, and ejector psi. Keep the area clean.
	Truck Loading Station	Check the piping and stand. Check the unloading hose and fittings.

FREQUENCY	EQUIPMENT/AREA	MAINTENANCE ACTIVITY
MONTHLY	Compressor House	Clean compressors
	Storage Tank Area	Inspect/clean the sump. Check the tank float switch. Inspect transfer pump.
	Reports	Submit with invoice the inspection sheets for the month.
QUARTERLY OR 500 HRS OPERATION	Compressors	Change oil. Change air filter. Check belt. Clean particulate filter. Clean oil coalescer. Check safety relief valve. Check pressure switch. Check entire system for air and water leaks.
AS NEEDED	Extraction Wells E1 through E4	Adjust Ejector pump controller. Overhaul Ejector pump controller. Adjust Ejector pump depth. Replace Ejector pump. Redevelop the wells. Clean all areas of debris and weeds.

**ATTACHMENT D (continued)
PRIMA GROUNDWATER PUMP STATION AND STORAGE TANK SAMPLE FORM**

Date: _____ Time: _____ Temp: _____

Technician: _____ Weather Conditions _____

Week Of: _____

I.	Article I. Compressor							
	House							
	Vibration			Air Filter and Belt				
	Safety Relief Valve			Blow Down System				
	Filter and Electrical Parts			Piping and Valves				
	Oil Level							
				Current	Previous	Change		
	Hour Meter							
	Tank Pressure							
	System Pressure							
				Current	Previous	Change		
	Flow Meter							
	M1 (E-1)							
	M2 (E-2)							
	M3 (E-3)							
M4 (E-4)								
M5 (Totalizer)								
				Total of M1 to M4				
II.	Article II. Storage Tank							
	Status/Condition			Support, Foundation Around Vaults				
	Rotate T-pump			Sump Pump				
	Sight Glass			Piping, Valves, Etc.				
	Float Switch			Tank % Full.				
	Tank Flow Meter			Current	Previous	Change		
	Discharge Meter							
	III.	Article III. Extraction Wells			In line Air Counter Readings			Replace Filter (Yes/No)
		Wells	Water Levels	Pump Set Depth	Current	Previous	Change	
E1								
E2								
E3								
E4								
IV.	Remarks:							

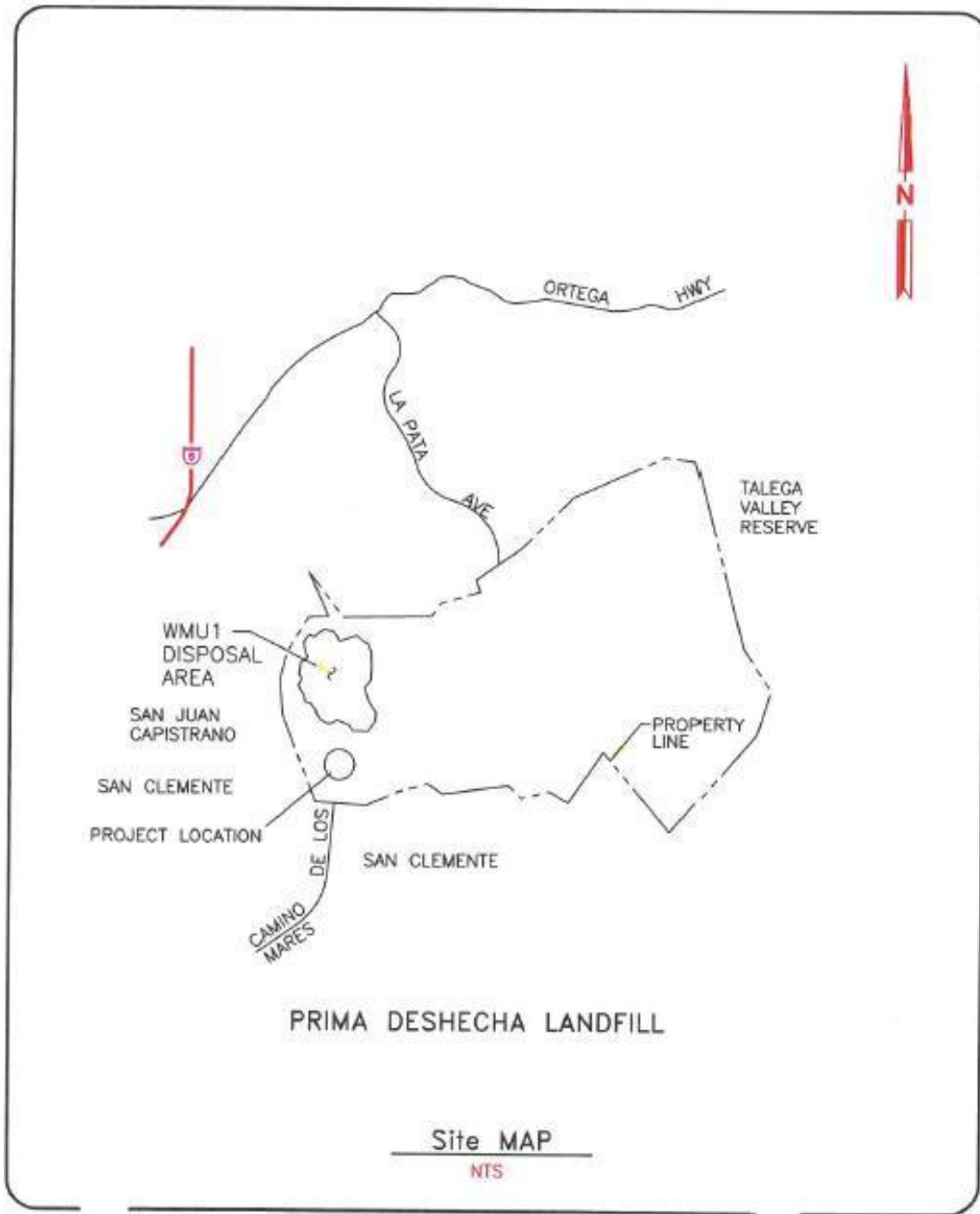
ATTACHMENT E

Project Site Maps

(PRIMA, COYOTE, FORSTER, LANE, AND SAN JOAQUIN)

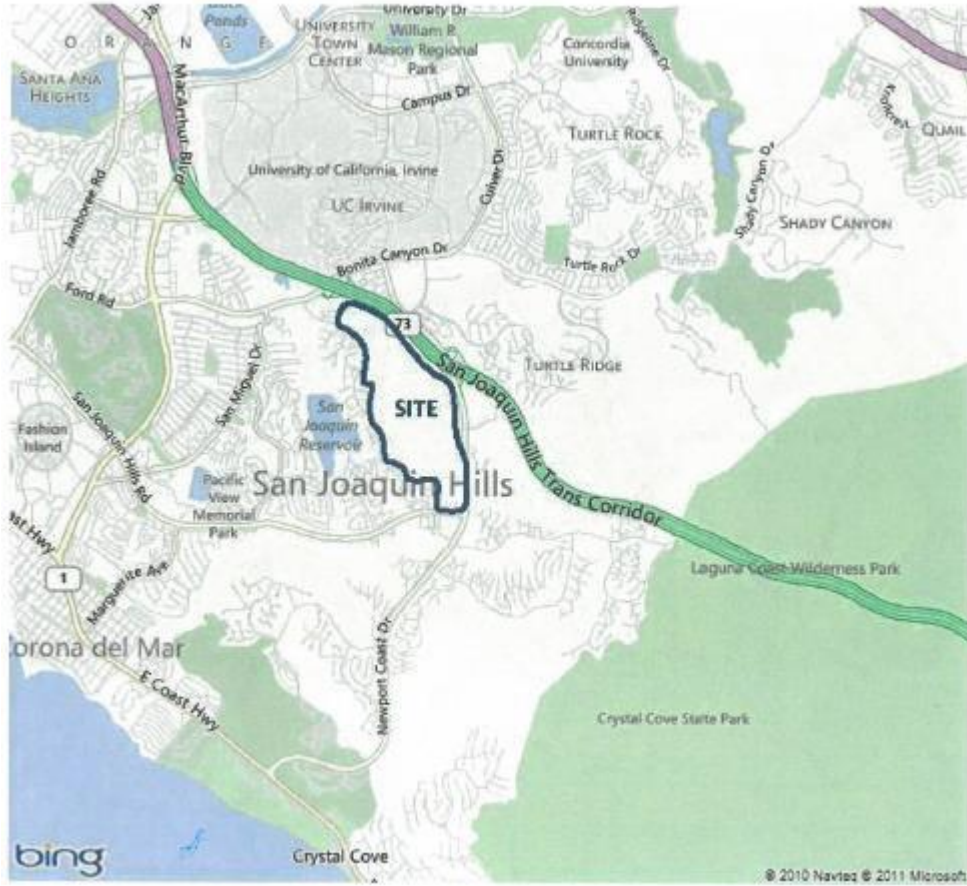
**Attachment E
Project Site Maps**

PRIMA DESHECHA



Attachment E Project Site Maps

COYOTE CANYON



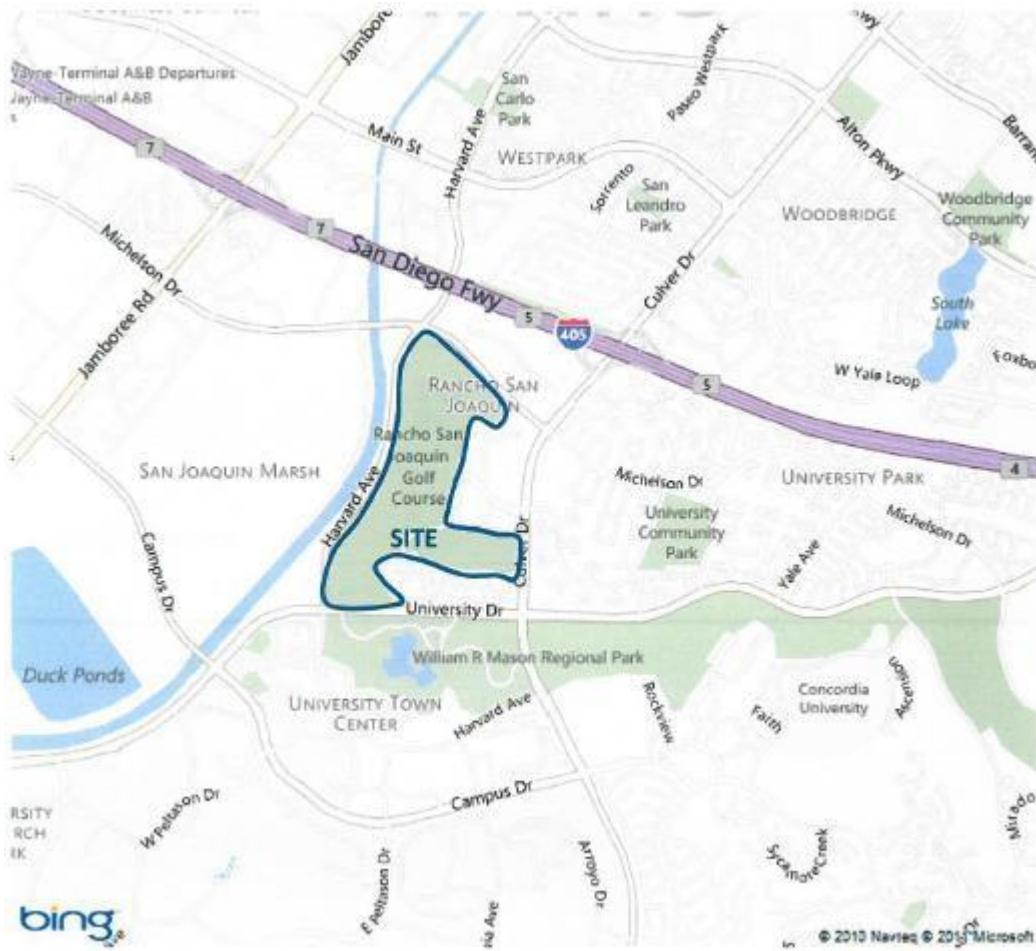
Attachment E Project Site Maps

FORSTER CANYON



Attachment E Project Site Maps

LANE ROAD



**Attachment E
Project Site Maps**

SAN JOAQUIN



ATTACHMENT F COYOTE CANYON GROUNDWATER EXTRACTION SYSTEM WEEKLY INSPECTION

Date: _____ Time: _____ Temp.: _____ Tech: _____
Weather: _____ Week of: _____

Control Panel	Sewer Vault	Sewer Line	Vault
Alarm	Valves	Pipeline	Diverter Valve
Beacon	Floet switch	Clean-out	
Switches	Containment		
Auto Dialer			

Tank Farm				Level			
	Current	Previous	Difference	Valve	Current	Previous	Difference
Inlet Flowmeter			0 Gallons	Tank 1			0 inches
Outlet Flowmeter			0 Gallons	Tank 2			0 inches
Transfer Flowmeter			0 Gallons	Tank 3			0 inches
Secondary Containment				Tank 4			0 inches
Sump pump				Tank 5			0 inches
Transfer Pump							

Air Compressors								
	Current	Previous	Total (Hrs)	Air Press.	Coolant level	Safety Relief valve	Rotate monthly	Status
Air Compressor #1			0.0		OK	OK	Yes	
Air Compressor #2			0.0		Add Coolant	OK	Yes	

Transfer Pumps			
	Status	PSI	Total minutes
P1	OK		
P2	OK		
			Status
			Blowdown bucket

Detention Vault		Status
Cleanliness		OK
Level Sensors		OK

GW Extraction Wells											
Well #	Level (ft.)			Air Pressure			Flowmeter			(flow*time=gal) Timed Average	Status
	Current	Previous	Difference	Current	Previous	Difference	Current	Previous	Difference		
R1			0.0			0			0		
R2			0.0			0			0		
R3			0.0			0			0		
R4			0.0			0			0		
R5			0.0			0			0		
R6			0.0			0			0		
									Total	0	

X-Mas Tree										
	Current	Date	Previous	Date	Total	# of Days	Daily Average	Valves	Bypass	Y strainer
Well water					0 Gallons	0				
Spring water					0 Gallons	0				
							Total Daily Average			
							0.00			
Remarks										

ATTACHMENT G

**COYOTE CANYON GROUNDWATER EXTRACTION SYSTEM
MONTHLY INSPECTION
(TO BE USED ONLY WHEN SYSTEM IS SHUT DOWN)**

Date: _____ Time: _____ Temp.: _____ Week of: _____ Tech: _____
Weather: _____

Control Panel

Alarm	
Beacon	
Switches	
Auto Dialer	

Sewer Vault

Valves	Note- #1
Float switch	
Containment	

Sewer Line

Pipeline	
Clean-out	

Vault

Diverter Valve	
----------------	--

Tank Farm	Current	Previous	Difference
Inlet Flowmeter			0 Gallons
Outlet Flowmeter			0 Gallons
Transfer Flowmeter			0 Gallons
Secondary Containment			
Sump pump			
Transfer Pump			

Valve	Level Current	Level Previous	Difference
Tank 1			0 inches
Tank 2			0 inches
Tank 3			0 inches
Tank 4			0 inches
Tank 5			0 inches

Detention Vault	Status
Cleanliness	
Level Sensors	

**ATTACHMENT H
List of Subcontractors**

Contractor: None at this time

Contractor shall hereinafter state that any subcontractor(s) who will be the subcontractor(s) on the job for each particular trade or subdivision of the work and will state the firm name and principal location of the mill, shop, or office of each.

Subcontractor	Work, Trade, Service	License(s)	Percent of Work to be Provided	Location of Shop or Service