

**AGGREGATE CONTRACT BETWEEN  
THE COUNTY OF ORANGE  
AND  
FASONE CONSTRUCTION, INC. AND  
BRAEUTIGAM CONSTRUCTION  
FOR  
MAINTENANCE & REPAIR SERVICES FOR ALL  
OC WASTE & RECYCLING FACILITIES**

THIS Aggregate Contract **MA-299-11011178** for Maintenance & Repair Services for all OC Waste & Recycling Facilities, (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, OC Waste & Recycling, a political subdivision of the State of California, (hereinafter referred to as “County”) and **Fasone Construction Inc. and Braeutigam Construction**, (hereinafter referred to as “Contractor”, collectively as “Contractors”), which are sometimes individually referred to as “Party”, or collectively referred to as “Parties”.

**RECITALS**

WHEREAS, Contractor and County are entering into this Contract for Maintenance & Repair Services for all OC Waste & Recycling Facilities under a time and materials Contract; and

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

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

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

**ARTICLES**

NOW, THEREFORE, the Parties mutually agree as follows:

1. **Scope of Services:** This Contract, including Attachments, specify the contractual terms and conditions by which the Contractor shall provide to the Maintenance & Repair Services for all OC Waste & Recycling Facilities under a time and materials Contract, as set forth herein.
2. **Contract Term:** This Contract shall commence upon execution of all necessary signatures and shall continue for one (1) year from that date unless otherwise terminated as provided herein. This Contract may be renewed upon expiration of the initial term, two (2) consecutive one-year periods, upon mutual agreement of both Parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.
3. **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.

4. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
5. **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.
6. **Prevailing Wage (LABOR CODE §1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website:

[http://www.dir.ca.gov/DLSR/statistics\\_research.html](http://www.dir.ca.gov/DLSR/statistics_research.html)

The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

7. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager, as specified in Article 26, to act as liaison between the County and the Contractor during the term of this Contract and to 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.

The Contractor's Project Manager and Key Personnel shall be assigned to this Contract for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Contractor's Key Personnel are those individuals who report directly to the Contractor's Project Manager.

8. **County's Project Manager:** The County shall appoint a Project Manager, as specified in Article 26, to 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 Key Personnel under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Project Manager. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor Project Manager or Key Personnel be removed from performing services under this Contract. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and Personnel. Said approval shall not be unreasonably withheld.

9. **Contractor's Personnel:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. All Contractor's personnel shall be required to wear uniforms, badges and/or other means of identification which are to

- be issued and provided by the Contractor and must be worn at all times while working on County property. The County Project Manager must be notified in writing, within seven days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.
10. **Conflict of Interest:** The County of Orange Board of Supervisors' policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose. The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
  11. **Expenditure Limit:** The Contractor shall notify the County Project Manager in writing when the expenditures against the Contract reach 75% 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 an amendment to cover those costs has been issued and been approved by the Orange County Board of Supervisors..
  12. **Existing Site Conditions:** Information respecting the site of the work given in drawings or specifications has been obtained by County's representatives and is believed to be reasonably correct, but the County does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.
  13. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
  14. **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 years after final payment is received from the County. Storage of records in another county will require written approval from the County DPA.
  15. **Audits/Inspections:** Contractor agrees to permit the County, which may include the 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 surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

16. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
17. **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 releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
18. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
19. **Reports/Meetings:** In addition to the requirements set forth in the Scope of Work, Attachment A, upon County's request, the Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
20. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute 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. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

- b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
  - c. Terminate the Contract immediately without penalty.
21. **Contract Disputes:** 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 (DPA), as specified in Article 25, Notices, by way of the following process:
- a. The Contractor shall submit to the County DPA 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.
  - b. 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.
  - c. 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 DPA. 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. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.
22. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
23. **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 and personnel 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 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.
24. **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.
25. **Title to Data:** 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.
26. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the County's Project Manager and Contractor's Project Manager 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.
- County: OC Waste & Recycling/Purchasing  
Attn: Diane Dodson  
300 N. Flower St. 4<sup>th</sup> Floor, Suite 400  
Santa Ana, CA 92703  
Phone: 714.834.4145  
[diane.dodson@ocwr.ocgov.com](mailto:diane.dodson@ocwr.ocgov.com)
- Contractor:** *Braeutigam Construction*  
*Attn: Rick Braeutigam*  
*63 Via Pico Plaza, Suite 115*  
*San Clemente, CA 92672*  
*Phone: 949.400.6763*  
[Rbraeutigam6@aol.com](mailto:Rbraeutigam6@aol.com)
27. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

Contractor shall provide, install, and maintain all warning devices (i.e., barricades, cones, flashing lights, etc.) required to adequately protect the public, County staff and other workers during the performance of this Contract.

28. **Health and Safety Laws and Regulations:** 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. (Reference Attachment D, Health and Safety Plan Checklist) While on the premises of County, Contractor and Contractor's employees, Subcontractors, and agents shall comply with applicable 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 County.

The H&SP shall be submitted to County within ten (10) calendar days after the award of the Contract. Services under this Contract will be contingent upon receipt of a H&SP acceptable to County's OC Waste & Recycling Safety Officer or designee. It is County's intention to return its comments within ten (10) calendar days after receipt of the H&SP.

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

29. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
30. **Entire Contract:** This Contract, including Attachments A and B which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 County's Purchasing Agent or his designee.
31. **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.
32. **Taxes:** All prices shall include any applicable sales tax.
33. **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 description, or services that do not conform to the prescribed Scope 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. Overshipments and undershipments 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.
34. **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 services have been provided.
35. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in Article 43, Indemnification, and as more fully described in Article 43, 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.
36. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article 43, Indemnification, 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, but not limited to, attorney's fees, costs and expenses.
37. **Assignment or Subcontracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
38. **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 all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
39. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any 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 obligations.
40. **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.
41. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
42. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.
43. **Performance:** Contractor shall perform 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 workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
44. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, their elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

**Insurance Provisions:** Prior to the provisions of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the

County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore 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.

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

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 licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A-(Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

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

<b>Coverage</b>	<b>Minimum Limits</b>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit 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

All liability insurance required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Worker's Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is

primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate.

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

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

The Commercial General Liability policy shall contain a severability of interests clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with the provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

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

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by County, 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 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.

45. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article 43, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and

- expenses related to or arising from or related thereto.
46. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
  47. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, 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 County.
  48. **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.
  49. **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.
  50. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article 43 above, 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.
  51. **Freight (F.O.B. Destination):** 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.
  52. **Pricing:** The Contract rates, as more fully set forth in Attachment B, shall include full compensation for providing all required services as specified herein, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
  53. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
  54. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

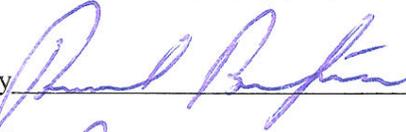
55. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
56. **Severability:** If any term, 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.
57. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
58. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney’s fees, costs and expenses.
59. **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 has 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 of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
60. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
61. **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.
61. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the

goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

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

\*\*\*\*\*

**BRAEUTIGAM CONSTRUCTION \***

By   
Print Name Rick Braeutigam  
Title OWNER  
Corporate Officer  
Date 11-29-10

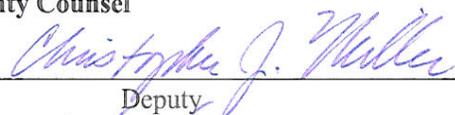
By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Corporate Officer  
Date \_\_\_\_\_

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

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**APPROVED AS TO FORM:**

County Counsel

By   
Deputy  
Date 12/07/10

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

**ATTACHMENT A  
SCOPE OF WORK**

**I. INTRODUCTION**

The Orange County Solid Waste Disposal System consists of three regional solid waste disposal sites North, Central, and South.

North Regional Landfill Operations operates and manages daily activities at the Olinda Alpha Landfill, which accepts and disposes of residential, commercial and industrial non-hazardous waste. It also manages and oversees 11 closed landfill sites.

Olinda Alpha Landfill (OAL) meets the solid waste disposal needs of North Orange County. OAL is located in a unincorporated area of Orange County, north of the City of Brea. The address is 1942 Valencia Avenue, Brea, CA 92823. Access to the landfill is Valencia Avenue from either Lambert Road or Imperial Highway, east of State Freeway 57 (see Figure 1). The site operating hours are from 7:00 AM to 4:00 PM, Monday through Saturday.

Central Regional Landfill Operations operates and manages daily activities at Frank R. Bowerman Landfill (FRB), which accepts and disposal of residential, commercial and industrial non-hazardous waste. It also manages and oversees seven closed landfill sites including Santiago Canyon Landfill (Santiago). FRB meets the solid waste disposal needs of Central Orange County.

FRB is located at 11002 Bee Canyon Access Road, East Irvine, CA 92602. Access to the landfill is via Bee Canyon Access Road, east of Portola Parkway, between Jeffrey Road and Sand Canyon Blvd (see Figure 2). The site operating hours are from 7:00 AM to 5:00 PM, Monday through Saturday.

Santiago is located at 3099 Santiago Canyon Road, Orange, CA 92666. It is west of Irvine Lake and approximately three miles east of Jamboree and Santiago Canyon Road intersection (see Figure 5 for vicinity map).

South Regional Landfill Operations operates and manages daily activities at Prima Deshecha Landfill (Prima), which accepts and disposes of residential, commercial and industrial non-hazardous waste. It also manages and oversees five closed landfill sites including Coyote Canyon Landfill (Coyote). Prima meets the solid waste disposal needs of Southern Orange County.

Prima is located within the City of San Juan Capistrano and unincorporated Orange County, and adjacent to the City of San Clemente, 32250 La Pata Avenue, San Juan Capistrano, CA 92675. Access to the landfill is via east on Ortega Highway (Highway 74), past San Juan Creek and south on La Pata Avenue (see Figure 3). The site operating hours are from 7:00 AM to 5:00 pm, Monday through Saturday.

Coyote is located at 20661 Newport Coast Drive, Newport Beach, CA 92657. The landfill may be accessed through Newport Coast Drive (see Figure 4 for vicinity map).

**II. LIST OF FACILITIES IN OC WASTE & RECYCLING OPERATIONS**

**The Facilities In The OC Waste & Recycling Operations Include, But Are Not Limited To The Following:**

- Office trailers/buildings, crew quarters, fee booths
- electrical power supply and lighting systems

- plumbing systems, natural gas supply lines, potable water systems, reclaimed water systems, fire sprinkler systems
- heating, ventilation and air conditioning (HVAC) systems
- sanitary sewer system including leachfield
- steel gates

**A. Facilities at Central Region Landfill Operations (includes: FRB and Santiago)**

Facilities at FRB include, but are not limited to: one office building, two engineering trailers, one crew trailer; reclaimed water storage tanks and pumps (1000,000 gal, 10,000 gal, 4,000 gal); 6,000 gal potable water storage tank and pump; hazardous waste storage area (including emergency eye wash and shower station, fenced and roofed storage area, and cargo container); fee booth area (including five small buildings, one rest room; catering truck area, one bathroom, and propane-fueled back-up generator); and a water pumping station near entrance to landfill.

Facilities at Santiago Canyon Landfill include, but are not limited to: one crew trailer with rest room, air conditioning/heating, one steel gate, and septic line.

**B. Facilities at South Region Landfill Operations (includes: Prima and Coyote)**

Facilities at Prima include, but are not limited to: one office trailer, one crew trailer, one construction management trailer, one landfill superintendent trailer, one household hazardous waste center with its own fire sprinkler system, fire sprinkler system; six elevated water storage tanks (4-10,000 gal tanks, and 2-20,000 gal tanks) with a float valve and a loading/shut off valve; a stretch of water pipe feeding the three lower tanks from the two upper tanks; two potable water storage tanks and pump systems by office trailers; air compressor; a 10,000 gal non-potable water storage tank and pump by mechanic area; and fee booth area (including a fee booth, a rest room, a 1,000 gal water tank and pump, and a lunch room).

Facilities at Coyote include, but are not limited to: one crew trailer with rest room, air conditioning/heating, five chain gates, and septic line.

**C. Facilities at North Region Landfill (OAL)**

Facilities at OAL include, four trailers; fee booth area (including two fee booths, and a lunch trailer with a rest room); and one ice-making machine.

**D. Facilities at OC Waste & Recycling Headquarters**

Facilities at OC Waste & Recycling Headquarters (HQ) include: Offices, conference rooms, HVAC, men's and women's rest rooms, water and electrical supply, etc.

Currently, the OC Waste & Recycling headquarters is located at:

OC Waste & Recycling  
300 No. Flower Street, Suite 400  
Santa Ana, CA 92703

OC Waste & Recycling occupies the fourth and third floor. If OC Waste & Recycling moves to a different location (within Orange County), services shall be provided at the new location, as needed.

### III. CONTRACTOR REQUIREMENTS

#### A. General

1. Contractor shall furnish all management, labor (including trades and services listed in Item 3 below), supplies, materials, tools, equipment, permits, working drawings, and transportation, required to perform maintenance and repair services, including the tasks described in IV. List of Tasks, for all the facilities in OC Waste & Recycling.
2. Contractor shall ensure that all the facilities are kept in good operating order and that downtime is minimized.
3. Contractor shall provide all the trades and services, as needed, in the performance of any task in this scope of work. The trades and services that may be needed in this project include, **but are not limited to:**
  - Electrical
  - Plumbing
  - Sanitation (septic tank, sewer)
  - HVAC
  - Painting (minor)
  - Carpentry
  - Roofing
  - Window Covering Repair
  - Welding
  - Floor Covering Repair
4. Contractor's maintenance and repair team shall consist of local, experienced personnel at all times.
5. All work shall be performed in a skillful and workmanlike manner. All services shall be performed in accordance with the most current codes, and all applicable trade, federal, state and local laws, ordinances, rules and regulations (collectively "laws"), Including, but not limited to laws applicable to the services at the time services are provided to and accepted by the County.
6. Contractor shall warranty all labor, equipment, parts, and materials incorporated into this work for a period of six months from the date of acceptance.
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 and adjacent property. Damages to these properties caused by Contractor's negligence shall be repaired at no cost (both labor and material) to the County.
8. Contractor shall keep work areas clean and free from any debris at the completion of each work. 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. Contractor is responsible for advising Contractor's employees of all environmental and hazardous materials handling laws and regulations and is also required to have and

maintain Material Safety Data Sheets (MSDS) on all materials that are so required by state and federal laws and/or regulations.

10. 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, with minimum two references (name, address, telephone, and fax numbers, work performed and dollar amount). Should the Contractor need to replace a subcontractor on the original list submitted for this Price Agreement (PA), the Contractor shall notify the County two weeks in advance, and provide the following information on the new subcontractor; name, address, telephone number, fax number, license, and two previous work references with description of work performed and the dollar amount.

**NOTES:**

The County shall not be responsible for Contractor's drinking water, telephone, fax, and copier needs during the term of the Contract.

At the County's discretion, kickoff meetings will be held between the respective OC Waste & Recycling site operations (site) and the awarded Contractors after issuance of the contract(s).

All meetings held between OC Waste & Recycling staff and Contractor staff to discuss work details and Contractor performance under this Contract will not be billable to the County.

**B. Minimum Qualifications**

1. Contractor shall have a current CLASS B – General Building Contractor's license issued by the California State Contractor's Licensing Board throughout the entire term of the contract.
2. Contractor's journeyman or subcontractors assigned to a particular job shall have a minimum of five years of experience in their respective trades, crafts, or professions.

A journeyman shall be on site at all times when maintenance and repair work is being performed. At no time will an apprentice, helper/laborer or sub-journeyman be permitted to work without supervision.

3. Contractor must have the ability to respond to any emergency situation within the requirements for the Two-Hour Emergency Calls (Scope of Work Task 3).

**IV. LIST OF TASKS**

Service calls may be placed against this Contract at the convenience of the any of the OC Waste & Recycling site operations. Under this Contract, each participating OC Waste & Recycling site has the responsibility for issuing their site service requests directly to the Contractor. As such, the Contractor shall expect to receive orders directly from any OC Waste & Recycling site so desiring to utilize the Contract.

**All requests for service calls may be issued by the Deputy Directors for each site or their designated site project managers for this Contract (PM).**

Contractor shall sign-in and sign-out with the site receptionist or the PM. Contractor and subcontractor employees shall possess proper identification at all times. Contractor shall coordinate all work with the PM. Contractor shall meet with the PM before proceeding with approved work for special instructions. Contractor shall bring to the attention of PM any potential problems discovered and offer suggestions or solutions before checking out.

The PM shall bring to the attention of the Contractor any performance problems. All problems and concerns shall be documented by the PM. If the problem remains unresolved after a reasonable period of time, the PM shall notify OC Waste & Recycling/Purchasing, Attention Diane Dodson, via fax at 714-834-4136.

The task to be done shall include, but not be limited to the following:

**TASK 1 – Site Inspection as Requested By OC Waste & Recycling**

Contractor shall proceed only after receiving a completed and approved Authorization Form from the PM.

When authorized by PMs, Contractor shall perform site inspections for any of the following OC Waste & Recycling sites: Olinda Alpha Landfill, Frank R. Bowerman Landfill, Santiago Canyon Landfill, Prima Deshecha Landfill, or Coyote Canyon Landfill. The Contractor personnel assigned to perform this task shall have a Class B license. Contractor shall prepare a written report on the completed site inspection and submit the report to the PM. The report shall include the site location, date completed, name of personnel who performed the inspection, Class B license number, narrative summary of the inspection, list of equipment inspected, condition of equipment, and recommendations.

**TASK 2 – Maintenance and Repair Work**

Work to be done in this task will consist exclusively of maintenance, service or repair of existing County of Orange OC Waste & Recycling facilities, and will include the maintenance and repair of the structural and functional integrity of existing offices and components thereof, i.e., roofing, plumbing, flooring, electrical and mechanical systems, HVAC, etc., and other such components of County facilities to keep, operate, and maintain OC Waste & Recycling facilities.

When authorized by PMs, Contractor shall perform preventive maintenance, service or repair of facilities and equipment, including replacement of existing equipment that is deemed beyond repair, etc., in accordance with the manufacturer’s recommendations and applicable maintenance and repair standards and practices. All work shall be completed with minimum disruption of operation of any system. Contractor shall keep the PM informed of the status of each pending work via a written report or Email, at least twice a month, or more frequently as needed. It shall include start date, progress, expected completion date, reason for delay, not to exceed cost, and any other pertinent information. No work may start without a completed and approved Authorization Form including a cost estimate. The completed Authorization Form must be signed and dated by: 1. Contractor, 2. OC Waste & Recycling-PM, and 3. Division Site Analyst or Site Manager.

**NO WORK WILL BE ALLOWED UNDER THIS CONTRACT FOR INSTALLATION OF NEW EQUIPMENT UNLESS IT IS FOR REPLACEMENT OF IRREPAIRABLE EQUIPMENT.**

It is the County’s intent to obtain a cost proposal based on time and materials (or lump sum, as required by the PM) for a task order. The County reserves the right to obtain more than one cost

proposal from multiple Contractors, if applicable, for any work it deems to be in the best interest of the County. Determination of the extent of obtaining competitive cost proposals and the award of work shall be in the best interest of the County and shall be based on any of the following factors, but shall not be limited to: cost, completion time, some other considerations such as experience of the Contractor's journeymen, timeliness of the cost proposal, urgency of the task order, familiarity of Contractor with the site, etc., or any combination.

The cost proposal shall include all administrative costs, report preparation, labor, parts, materials, taxes, insurance, tools, equipment, transportation, permits, etc., required to complete the work on time. The trades and wage rates used shall be in accordance with Attachment B, Item 5 – Standard Rates. The cost proposal shall have:

1. A clear description of the task
- 2a. For time and material proposals, an estimate of the number of hours required for each worker and their classification/title, and a list of parts and materials estimated to be used; or
- 2b. Not-to-exceed amount for lump sum cost proposals
3. Quote provided by any subcontractor involvement (in the event that a subcontractor is required to provide specialized services, tools or expertise, a cost estimate will be attached to the Authorization Form, to be used as a quote)
4. Estimated summary of costs to OC Waste & Recycling

It shall be the Contractor's responsibility, when asked to submit a cost proposal, to provide to the County, such experienced workers to timely complete the work to the satisfaction of the County. Cost proposals submitted for work submitted by the Contractor are for the Contractor's account and are not reimbursable by the County.

Any necessary change in scope during an authorized task order shall be brought to the immediate attention of the PM before proceeding. Contractor shall submit a new cost proposal for the change. The Modification section of the Authorization Form must be approved by either the Site Analyst or the Site Manager.

The County-approved Authorization Form, with the attached cost proposal, must be submitted with the corresponding approved invoice for processing of payment.

### **TASK 3 – Two-Hour Emergency Calls**

PM will determine if an emergency warrants an immediate response. And if so, the PM may require the Contractor to be on-site, and ready-to-work within two (2) hours of initial communication. Contractor shall act as quickly as possible to minimize disruption in OC Waste & Recycling's operations. The County shall offer the work to the Contractor it deems to be the best one to take care of the problem at the particular situation. If the Contractor fails to respond within 20 minutes of the initial contact, the County shall then call on the next Contractor, and so on.

Contractor shall provide the PMs with a 24-hour telephone number and the name(s) of contact personnel.

Repeated failure to respond to emergency calls may result in termination of the contract in accordance with the terms and conditions contained herein.

In case of equipment (such as air conditioners, etc.) breakdown, Contractor shall evaluate the problem and recommend a solution and alternatives to rectify the problem, with cost information to the PM. Contractor must receive a completed and approved Authorization Form from the PM before proceeding with repair work.

Contractor shall submit a written report within one week after each emergency incident which describes the reason for the emergency call, who authorized the work, work performed and by whom, trade classification, date, and start and finish times of work.

Contractor shall be paid on a time and material basis. Contractor shall be paid the actual hours worked as evidenced by Contractor time sheets, and site sign-in sheets. Labor rates shall be based on the 2-hr. emergency rates during this emergency call (see Attachment B, Item 6). Cost of parts shall be reimbursed per Item 2 of Attachment B. Travel time to procure unforeseen maintenance parts shall be reimbursed per the amount stated in Attachment B, Item 3, per **emergency** incident.

Should an emergency call require the Contractor to perform actual work beyond the day of the emergency call by the PM, the Contractor shall provide the PM with a written justification for extending the actual emergency work hours beyond the day of the emergency call.

## **V. MISCELLANEOUS INFORMATION**

1. Vector control and maintenance of landfill environmental control system is not included in this contract.
2. There may be a situation where work may require to dig below four feet. The Contractor must be aware of and be prepared to meet all requirements.
3. There may be a situation where electrical work may involve above 480 volts. The Contractor must be aware of and be prepared to meet all requirements.
4. The largest pipe repaired in the previous contracts was sixteen-inch pipe.
5. If fossil is found, report it immediately to the PM or site office staff.

**ATTACHMENT B**

**CONTRACTOR RATE SHEET & PAYMENT TERMS**

**Braeutigam Construction**

**PART I: CONTRACTOR RATE SHEET**

	<b>FEES**</b>
<b>1. <u>Site Inspection (Task 1):</u></b>	
Olinda Alpha Landfill	<b><u>\$ 500.00 /each</u></b>
FRB Landfill	<b><u>\$ 500.00 /each</u></b>
Santiago Landfill	<b><u>\$ 275.00 /each</u></b>
Prima Deshecha Landfill	<b><u>\$ 375.00 /each</u></b>
Coyote Landfill	<b><u>\$ 350.00 /each</u></b>

2. **Markup for Supplies, Materials:** Contractor's cost plus 12 %. All parts, supplies, materials, etc. purchased by Contractor for emergency maintenance (Task 3) and for maintenance and repair of facilities (**only** for work completed using time and materials cost proposals) will be charged at the actual cost of the parts plus the percentage stated above. All parts shall be F.O.B. Destination. No additional cost or mark-up will be applied to the sales tax amount. Contractor shall provide with every invoice, a copy of the supplier's invoice billed to the Contractor, for any part costing \$50.00 or more. **NO MARKUP WILL BE ALLOWED FOR FIXED PRICE/LUMP SUM COST PROPOSALS.**

3. **Round-Trip Travel Time (for Task 3 only)** to procure unforeseen maintenance parts in an emergency call-shall be reimbursed no more than fixed amount of **\$ 95.00** per emergency incident.

4. **General Labor Rate:** **\$ 50.00 / hour** at anytime.

**CONTRACTOR RATE SHEET: Braeutigam Construction**

<b>5. Standard Rates (Task 2):</b>	<b><u>LABOR RATES</u></b>	
<p><b><u>ELECTRICIAN</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><u>\$ 48.60 /hr</u>  <u>\$ 72.90 /hr</u>  <u>\$ 72.90 /hr</u></p>	<p><b><u>Sub-journeyman</u></b></p> <p><u>\$ 25.00 /hr</u>  <u>\$ 37.50 /hr</u>  <u>\$ 50.00 /hr</u></p>
<p><b><u>PLUMBER</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><u>\$ 50.00 /hr</u>  <u>\$ 65.00 /hr</u>  <u>\$ 75.00 /hr</u></p>	<p><b><u>Sub-journeyman</u></b></p> <p><u>\$ 30.00 /hr</u>  <u>\$ 45.00 /hr</u>  <u>\$ 45.00 /hr</u></p>
<p><b><u>HEATING, VENTILATION &amp; AIR CONDITIONING</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><u>\$ 48.00 /hr</u>  <u>\$ 60.00 /hr</u>  <u>\$ 72.00 /hr</u></p>	<p><b><u>Sub-journeyman</u></b></p> <p><u>\$ 30.00 /hr</u>  <u>\$ 30.00 /hr</u>  <u>\$ 45.00 /hr</u></p>
<p><b><u>CARPENTER</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><u>\$ 50.00 /hr</u>  <u>\$ 50.00 /hr</u>  <u>\$ 75.00 /hr</u></p>	<p><b><u>Sub-journeyman</u></b></p> <p><u>\$ 30.00 /hr</u>  <u>\$ 30.00 /hr</u>  <u>\$ 45.00 /hr</u></p>
<p><b><u>PAINTER</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><u>\$ 40.00 /hr</u>  <u>\$ 40.00 /hr</u>  <u>\$ 60.00 /hr</u></p>	<p><b><u>Sub-journeyman</u></b></p> <p><u>\$ 25.00 /hr</u>  <u>\$ 25.00 /hr</u>  <u>\$ 40.00 /hr</u></p>

**CONTRACTOR RATE SHEET: Braeutigam Construction**

<b>5. Standard Rates (Task 2):</b>	<b><u>LABOR RATES</u></b>	
<p><b><u>ROOFER</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><u>\$ 50.00 /hr</u>  <u>\$ 60.00 /hr</u>  <u>\$ 75.00 /hr</u></p>	<p><b><u>Sub-journeyman</u></b></p> <p><u>\$ 30.00 /hr</u>  <u>\$ 30.00 /hr</u>  <u>\$ 45.00 /hr</u></p>
<p><b><u>SANITATION (Septic Tank, Sewer Repair)</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><u>\$ 45.00 /hr</u>  <u>\$ 60.00 /hr</u>  <u>\$ 75.00 /hr</u></p>	<p><b><u>Sub-journeyman</u></b></p> <p><u>\$ 30.00 /hr</u>  <u>\$ 45.00 /hr</u>  <u>\$ 60.00 /hr</u></p>
<p><b><u>WELDER</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><u>\$ 60.00 /hr</u>  <u>\$ 60.00 /hr</u>  <u>\$ 95.00 /hr</u></p>	<p><b><u>Sub-journeyman</u></b></p> <p><u>\$ 35.00 /hr</u>  <u>\$ 35.00 /hr</u>  <u>\$ 50.00 /hr</u></p>
<p><b><u>PIPING REPAIR</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><u>\$ 50.00 /hr</u>  <u>\$ 75.00 /hr</u>  <u>\$ 75.00 /hr</u></p>	<p><b><u>Sub-journeyman</u></b></p> <p><u>\$ 30.00 /hr</u>  <u>\$ 30.00 /hr</u>  <u>\$ 45.00 /hr</u></p>
<p><b><u>FLOOR COVERING REPAIR</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><u>\$ 50.00 /hr</u>  <u>\$ 50.00 /hr</u>  <u>\$ 75.00 /hr</u></p>	<p><b><u>Sub-journeyman</u></b></p> <p><u>\$ 30.00 /hr</u>  <u>\$ 30.00 /hr</u>  <u>\$ 45.00 /hr</u></p>
<p><b><u>CONCRETE/ASPHALT REPAIR</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><u>\$ 50.00 /hr</u>  <u>\$ 50.00 /hr</u>  <u>\$ 75.00 /hr</u></p>	<p><b><u>Sub-journeyman</u></b></p> <p><u>\$ 30.00 /hr</u>  <u>\$ 30.00 /hr</u>  <u>\$ 45.00 /hr</u></p>

**CONTRACTOR RATE SHEET: Braeutigam Construction**

5. Standard Rates (Task 2)	<u>LABOR RATES</u>	
<p><b><u>LOCKSMITH</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><u>\$ 60.00 /hr</u>  <u>\$ 60.00 /hr</u>  <u>\$ 90.00 /hr</u></p>	<p><b><u>Sub-journeyman</u></b></p> <p><u>\$ 30.00 /hr</u>  <u>\$ 40.00 /hr</u>  <u>\$ 50.00 /hr</u></p>
<p><b><u>DOORS, GATES REPAIR</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><u>\$ 50.00 /hr</u>  <u>\$ 50.00 /hr</u>  <u>\$ 75.00 /hr</u></p>	<p><b><u>Sub-journeyman</u></b></p> <p><u>\$ 30.00 /hr</u>  <u>\$ 30.00 /hr</u>  <u>\$ 45.00 /hr</u></p>
<p><b><u>WEATHERIZATION/ENERGY CONSERVATION</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><u>\$ 50.00 /hr</u>  <u>\$ 50.00 /hr</u>  <u>\$ 75.00 /hr</u></p>	<p><b><u>Sub-journeyman</u></b></p> <p><u>\$ 30.00 /hr</u>  <u>\$ 30.00 /hr</u>  <u>\$ 45.00 /hr</u></p>
<p><b><u>AWNING REPAIR</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><u>\$ 50.00 /hr</u>  <u>\$ 50.00 /hr</u>  <u>\$ 75.00 /hr</u></p>	<p><b><u>Sub-journeyman</u></b></p> <p><u>\$ 30.00 /hr</u>  <u>\$ 30.00 /hr</u>  <u>\$ 45.00 /hr</u></p>
<p><b><u>WINDOW COVERING REPAIR</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><u>\$ 30.00 /hr</u>  <u>\$ 30.00 /hr</u>  <u>\$ 45.00 /hr</u></p>	<p><b><u>Sub-journeyman</u></b></p> <p><u>\$ 20.00 /hr</u>  <u>\$ 20.00 /hr</u>  <u>\$ 30.00 /hr</u></p>

**CONTRACTOR RATE SHEET: Braeutigam Construction**

<b>6. Two-hr. Emergency Response (Task 3):</b>	<b><u>LABOR RATES</u></b>	
<p><b><u>ELECTRICIAN</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><b><u>\$ 65.00 /hr</u></b>  <b><u>\$ 75.00 /hr</u></b>  <b><u>\$ 95.00 /hr</u></b></p>	<p><b><u>Sub-journeyman</u></b></p> <p><b><u>\$ 40.00 /hr</u></b>  <b><u>\$ 40.00 /hr</u></b>  <b><u>\$ 60.00 /hr</u></b></p>
<p><b><u>PLUMBER</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><b><u>\$ 65.00 /hr</u></b>  <b><u>\$ 75.00 /hr</u></b>  <b><u>\$ 95.00 /hr</u></b></p>	<p><b><u>Sub-journeyman</u></b></p> <p><b><u>\$ 40.00 /hr</u></b>  <b><u>\$ 40.00 /hr</u></b>  <b><u>\$ 60.00 /hr</u></b></p>
<p><b><u>HEATING, VENTILATION &amp; AIR CONDITIONING</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><b><u>\$ 65.00 /hr</u></b>  <b><u>\$ 75.00 /hr</u></b>  <b><u>\$ 95.00 /hr</u></b></p>	<p><b><u>Sub-journeyman</u></b></p> <p><b><u>\$ 40.00 /hr</u></b>  <b><u>\$ 40.00 /hr</u></b>  <b><u>\$ 60.00 /hr</u></b></p>
<p><b><u>CARPENTER</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><b><u>\$ 50.00 /hr</u></b>  <b><u>\$ 60.00 /hr</u></b>  <b><u>\$ 75.00 /hr</u></b></p>	<p><b><u>Sub-journeyman</u></b></p> <p><b><u>\$ 30.00 /hr</u></b>  <b><u>\$ 30.00 /hr</u></b>  <b><u>\$ 45.00 /hr</u></b></p>
<p><b><u>PAINTER</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><b><u>\$ 50.00 /hr</u></b>  <b><u>\$ 50.00 /hr</u></b>  <b><u>\$ 50.00 /hr</u></b></p>	<p><b><u>Sub-journeyman</u></b></p> <p><b><u>\$ 30.00 /hr</u></b>  <b><u>\$ 30.00 /hr</u></b>  <b><u>\$ 45.00 /hr</u></b></p>

**CONTRACTOR RATE SHEET: Braeutigam Construction**

6. Two-hr. Emergency Response (Task 3):	<u>LABOR RATES</u>	
<p><b><u>ROOFER</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><u>\$ 50.00 /hr</u>  <u>\$ 60.00 /hr</u>  <u>\$ 75.00 /hr</u></p>	<p><b><u>Sub-journeyman</u></b></p> <p><u>\$ 30.00 /hr</u>  <u>\$ 30.00 /hr</u>  <u>\$ 45.00 /hr</u></p>
<p><b><u>SANITATION (Septic Tank, Sewer Repair)</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><u>\$ 50.00 /hr</u>  <u>\$ 75.00 /hr</u>  <u>\$ 75.00 /hr</u></p>	<p><b><u>Sub-journeyman</u></b></p> <p><u>\$ 30.00 /hr</u>  <u>\$ 45.00 /hr</u>  <u>\$ 45.00 /hr</u></p>
<p><b><u>WELDER</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><u>\$ 95.00 /hr</u>  <u>\$ 95.00 /hr</u>  <u>\$ 150.00 /hr</u></p>	<p><b><u>Sub-journeyman</u></b></p> <p><u>\$ 50.00 /hr</u>  <u>\$ 50.00 /hr</u>  <u>\$ 75.00 /hr</u></p>
<p><b><u>PIPING REPAIR</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><u>\$ 50.00 /hr</u>  <u>\$ 50.00 /hr</u>  <u>\$ 75.00 /hr</u></p>	<p><b><u>Sub-journeyman</u></b></p> <p><u>\$ 30.00 /hr</u>  <u>\$ 30.00 /hr</u>  <u>\$ 45.00 /hr</u></p>
<p><b><u>FLOOR COVERING REPAIR</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><u>\$ 50.00 /hr</u>  <u>\$ 50.00 /hr</u>  <u>\$ 75.00 /hr</u></p>	<p><b><u>Sub-journeyman</u></b></p> <p><u>\$ 30.00 /hr</u>  <u>\$ 30.00 /hr</u>  <u>\$ 45.00 /hr</u></p>
<p><b><u>CONCRETE/ASPHALT REPAIR</u></b></p> <p>6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b></p> <p><u>\$ 50.00 /hr</u>  <u>\$ 50.00 /hr</u>  <u>\$ 75.00 /hr</u></p>	<p><b><u>Sub-journeyman</u></b></p> <p><u>\$ 30.00 /hr</u>  <u>\$ 30.00 /hr</u>  <u>\$ 45.00 /hr</u></p>

**CONTRACTOR RATE SHEET: Braeutigam Construction**

<b>6. Two-hr. Emergency Response (Task 3):</b>	<b><u>LABOR RATES</u></b>	
<p><b><u>LOCKSMITH</u></b>                      6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b>                      \$ <b><u>60.00 /hr</u></b>                      \$ <b><u>60.00 /hr</u></b>                      \$ <b><u>95.00 /hr</u></b></p>	<p><b><u>Sub-journeyman</u></b>                      \$ <b><u>30.00 /hr</u></b>                      \$ <b><u>30.00 /hr</u></b>                      \$ <b><u>50.00 /hr</u></b></p>
<p><b><u>DOORS, GATES REPAIR</u></b>                      6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b>                      \$ <b><u>50.00 /hr</u></b>                      \$ <b><u>50.00 /hr</u></b>                      \$ <b><u>75.00 /hr</u></b></p>	<p><b><u>Sub-journeyman</u></b>                      \$ <b><u>40.00 /hr</u></b>                      \$ <b><u>40.00 /hr</u></b>                      \$ <b><u>60.00 /hr</u></b></p>
<p><b><u>WEATHERIZATION/ENERGY CONSERVATION</u></b>                      6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b>                      \$ <b><u>50.00 /hr</u></b>                      \$ <b><u>50.00 /hr</u></b>                      \$ <b><u>75.00 /hr</u></b></p>	<p><b><u>Sub-journeyman</u></b>                      \$ <b><u>30.00 /hr</u></b>                      \$ <b><u>30.00 /hr</u></b>                      \$ <b><u>45.00 /hr</u></b></p>
<p><b><u>AWNING REPAIR</u></b>                      6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b>                      \$ <b><u>50.00 /hr</u></b>                      \$ <b><u>50.00 /hr</u></b>                      \$ <b><u>75.00 /hr</u></b></p>	<p><b><u>Sub-journeyman</u></b>                      \$ <b><u>30.00 /hr</u></b>                      \$ <b><u>30.00 /hr</u></b>                      \$ <b><u>45.00 /hr</u></b></p>
<p><b><u>WINDOW COVERING REPAIR</u></b>                      6:00 AM to 6:00 PM Monday through Saturday                      6:00 PM to 6:00 AM Monday through Saturday                      Sundays and Holidays</p>	<p><b><u>Journeyman</u></b>                      \$ <b><u>30.00 /hr</u></b>                      \$ <b><u>45.00 /hr</u></b>                      \$ <b><u>45.00 /hr</u></b></p>	<p><b><u>Sub-journeyman</u></b>                      \$ <b><u>20.00 /hr</u></b>                      \$ <b><u>35.00 /hr</u></b>                      \$ <b><u>40.00 /hr</u></b></p>

## PART I: CONTRACTOR RATE SHEET

### NOTES:

1. The Contractor agrees to supply services requested, as needed by the County of Orange, at rates listed in the contract, regardless of quantity requested.
2. The hourly per call rates quoted in Appendix A shall include direct and indirect labor charges, vehicle expenses, all tools, overhead, travel, other expenses, and all profit. 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 overtime charges will be allowed or invoiced in this Contract.
3. Should other trades be recognized as needed during the term of the contract, the County reserves the right to modify any resultant Contract through addition of such trade(s) with its corresponding prevailing wage rates.

## PART II: PAYMENT TERMS

**Compensation:** The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall not pay any sum in excess of the Total Contract Amount or Fixed Prices specified, unless work is authorized by County Project Manager, or unless authorized by amendment in accordance with Paragraphs 31 and 46 of the Contract Terms and Conditions.**

Total Contract Amount Shall Not Exceed: \$ 194,400 per year

**Price Increases/Decreases:** No price increases will be permitted during the Contract. All price decreases will automatically be extended to the County. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, 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.

**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.

**Payment Terms:** Invoices are to be submitted in arrears, after services have been completed, to the address specified below. Payment will be **net 45** days after receipt of an invoice in a format acceptable to Orange County. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

**Billing** shall cover services not previously invoiced. The Contractor shall reimburse Orange County for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

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

**Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Name of County Department
4. Delivery/service address
5. Contract number
6. Service Date
7. Description of Tasks/Services (as specified above)
8. Copy of approved Authorization Form
9. Hourly Rate, Classification/Title and Number of Hours for each Task/Service
10. Total
11. Taxpayer ID number

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. Invoices and support documentation are to be forwarded to:

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

Contractor shall submit separate invoices for work completed for each of the OC Waste & Recycling sites. Charges for Task 2, for time and materials cost proposals, charges shall be based on actual time and materials used to perform the work (as evidenced by Contractor time sheets, site sign-in sheets, and/or site logbook) as approved in the Authorization Form. Labor rates shall be Standard Rates per Item 5 of Attachment B. Materials used may be marked-up by the percentage indicated in Item 2 of Attachment B. A copy of the cost proposal must be submitted with the invoice for payment.

For lump sum cost proposals, the charges shall be the not-to-exceed amount.

Charges for Task 3 shall be paid on a time and materials basis. Contractor shall be paid for actual hours worked as evidenced by Contractor time sheets, site sign-in sheets, and site logbooks. All costs on each invoice shall be itemized, clearly stating the breakdown of charges. A completed Authorization Form and copies of Contractor time sheets must be submitted with the invoice for payment. Cost of parts shall be reimbursed per Item 2 of Attachment B. Round-trip travel time to procure the parts for an emergency shall be reimbursed per the fixed amount shown in Item 3 of Attachment B.

- Any invoice submitted without reference to the County order number specified in 5 shall be rejected and returned to Contractor.
- Any invoice that only references the Contract without a corresponding order number will be deemed incomplete and shall be returned to Contractor.
- 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.

ATTACHMENT C

SUBCONTRACTOR INFORMATION: **Braeutigam Construction**

1. **SUBCONTRACTOR(S)**

In accordance with Article 37, "Assignment or Sub-Contracting", listed below are Sub-Contractor(s) anticipated by Contractor to perform services specified in Attachment A.

<b>Subcontractor Name /Location</b>	<b>Company Address</b>	<b>Contact Name and Telephone Number</b>	<b>Division of Work or Trade</b>
Seaside Air Conditioning		Victor Serrao (949) 496-3639	Heating & Air Conditioning
Mc Donnel Roofing, Inc.		Brandon Ewart (949) 510-5043	Roofing
Design Lighting, Inc.		Michael Lackna (714) 866-7979	Electric & Lighting

As required by California State Law, the General Contractor will state above the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work in an amount in excess of one-half of one percent of the General Contractor's total bid and will state the firm name and principal location of the office of each. If a General Contractor fails to specify a subcontractor or if he specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent, he agrees that he is fully qualified to perform that portion himself and that he shall perform that portion himself. The Contractor shall not, without the consent of County either: 1.) Substitute any person, firm, or corporation as subcontractor in place of the subcontractor designated above; or, 2.) Permit any subcontract to be assigned or transferred allow it to be performed by anyone other than the original Subcontractor listed above.

## ATTACHMENT D

### HEALTH & SAFETY PLAN CHECKLIST

The contents of the health and safety plan must meet all regulatory requirements for the specific work proposed. However, the following is a checklist of the minimum elements for a health and safety plan. Those plan elements that 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 8).

The Contractor shall at all times be responsible for the safe prosecution of the Work and protection of its employees and the public. Review of the Contractor's IIPP by the County shall not relieve the Contractor of responsibility for any aspect of the work, or for compliance with all Federal, State, and local laws pertaining to health and safety. Strict adherence to the Contractor's Health and Safety Plan will be required for all Contractor and Subcontractor personnel,

**One or more of the following may be required to be included in a Contractor's health and safety plan.**

**Mandatory:**

1. 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.
2. Injury and Illness Prevention Program (Title 8, California Code of Regulations [CCR], Section 3003): Required of all employers of 10 or more employees.
3. Code of Safe Practices (Title 8 CCR §1 509): All employers are required to have a Code of Safe Practices in writing and posted at the workplace.
4. Emergency Medical Services (Title 8 CCR §1512): All employers are required to have this program in writing.
5. Fire Protection Program (Title 8 CCR §1920): All employers are required to have this program in writing.

**Required by Scope of Work:**

6. Hazard Communication Program (Title 8 CCR §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.**
7. Requirements for Excavations and Shoring (Title 8 CCR §1541.1): All employers are required to have this program in writing **if excavating.**
8. Confined Space Procedures (Title 8 CCR §5156): All employers are required to have this program in writing **if confined spaces will be entered.**
9. Hearing Conservation Program (Title 8 CCR §5097): This program shall be written into the plan **if employee noise exposures meet or exceed the levels outlined in Title 8 CCR §5097.**

10. Personal Protective Equipment (Title 8 CCR §§3380-3400): Requirements must be included in the plan **if personal protective equipment is required for the contracted work.**
11. Storage, Handling, and Dispensing of Flammable/Combustible Liquids (Uniform Fire Code Article 79): Requirements must be included in the plan **if flammable/combustible liquids will be stored, handled, or dispensed.**
12. Welding, Brazing, and Cutting (Title 8 CCR §§1536, 1537): Requirements must be included in the plan **if performing these actions.**
13. Compressed Gas Cylinders (Title 8 CCR §§1740-1743): Requirements must be included in the plan **if storing or using compressed gas cylinders.**

### **Health & Safety Plan Requirements**

As of 1991, the Department of Occupational Safety and Health (DOSH) - commonly referred to as Cal/OSHA - requires a written and effective ***Injury and Illness Prevention Program (IIPP)***. This is mandated in T8 CCR §3003, *General Industry* Safety Orders, and T8 CCR §1509, *Construction* Safety Orders. The IIPP is the primary component of a comprehensive Health & Safety Plan (HSP), and one that is closely evaluated by DOSH Compliance Officers. The OC WASTE & RECYCLING Safety Inspector will review the corporate HSP according to these IIPP requirements:

- **Responsibility** - 3003(a)(1): Identify the person(s) with authority and responsibility for implementing the Program. [NOTE: This is overall authority for the program – field and office]
- **Compliance** – 3003(a)(2): Include a system for ensuring that employees comply with safety and healthy work practices. This includes employee recognition, i.e. safety incentives, disciplinary actions, remedial training or other means to ensure compliance.
- **Communication** – 3003(a)(3): Implement a system to communicate safety and health matters to all affected employees, including provisions whereby the employee can inform the employer of worksite hazards without fear of reprisal. This includes safety or “tailgate” meetings, written communications and/or postings, anonymous hazard reporting by employees, labor/management safety and health committees, or other means to ensure communication with employees.
- **Inspections** – 3003(a)(4): Include procedures for identifying and evaluating work place hazards, i.e. unsafe conditions and/or work practices. Also to be included in the inspection process is the addition of a new or previously unrecognized occupational safety and health hazard (substance, process, procedure or equipment).
- **Accident Investigations** – 3003(a)(5): The Program must include a procedure(s) to investigate injury or occupational illness.
- **Hazard Correction** – 3003(a)(6): Include methods and/or procedures for correcting unsafe and unhealthy work conditions, or practices, in a timely manner.
- **Safety Training & Instruction** – 3003(a)(7): Provide safety training and relevant instruction to employees:
  - New hires, re-classified employees and supervisors.
  - Upon discovery of new or previously unrecognized hazards, or introduction of new materials, policy or equipment.
- **Record Keeping & Documentation:** Records taken to implement and maintain the Program shall include:
  - Safety Inspections – 3003(b)(1): Inspection records, as required by subsection (a)(4), shall include person(s) conducting inspection, identified hazards and corrective actions taken. Retain records for at least one (1) year.

- Training - 3003(b)(2): Employee training records, as required by subsection (a)(7), shall include employee name or other identifier, dates, type of training, and instructor(s). Retain records for at least one (1) year.

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

Emergency Action Plan - T8 CCR 3220; Fire Prevention Plan - T8 CCR 3221; Hazard Communication Program - T8 CCR 5194; Confined Space Entry - T8 CCR 5156-5159; Respiratory Protection - T8 CCR 5144; Lockout/Tag out - T8 CCR 3314, 6003 & 2300; Chemical Hygiene - T8 CCR 5191 & Article 110; Blood borne Pathogens - T8 CCR 5193; and Hearing Conservation - T8 CCR 5096 – 5100.

### **REGULATORY COMPLIANCE REQUIREMENTS (as applicable)**

**The Contractor shall not be entitled to any time extensions or compensation for any cost due to any action required as a result of the Contractor's failure to comply with the requirements of this Appendix that are within the contractor's control. The Contractor shall be responsible for ensuring that the Contractor's subcontractor(s) comply with the provisions of this Attachment. The Contractor shall be liable for any fine or penalty imposed by any regulatory agency or for any other cost incurred by County as a result of regulatory noncompliance arising from any action or inaction of Contractor or their Subcontractor(s).**

**PERMITS:** The Contractor shall be responsible for obtaining all trade-related permits required by the Project, permits required for the operation and storage of any equipment or hazardous regulated materials brought onsite, and permits required for dispensing and storing of petroleum-related products.

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

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

- Waste Discharge Requirements issued by the respective California Regional Water Quality Control Boards;
- Resource Conservation and Recovery Act, Subtitle D;
- California Code of Regulations Titles 8 (Cal-OSHA), 14, 23, and 27;
- South Coast Air Quality Management District Rules 403, 431.1, Title V, NSPS and 1150.1;
- National Pollutant Discharge Elimination System (NPDES);
- County of Orange Resources and Development Management Department (RDMD);

- County of Orange RDMD Grading Manual and Excavation Code;
- Uniform Fire Code;
- Others may include: APWA Standard Specifications, current County of Orange Hydrology Manual and California Environmental Quality Act, as well as instructions set forth by the Director of OC Waste & Recycling or designee; and
- Any other agency permits pertinent to the Project.

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

**CULTURAL/SCIENTIFIC RESOURCES:**

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

**STORM PROTECTION:**

- A. The Contractor shall take every practicable precaution to minimize danger to persons and to the work during rainy or windy conditions. The County shall protect all County facilities within their work project. Also the Contractor shall protect all facilities from damage due to the Contractor's negligence.
- B. As part of its storm protection, the Contractor shall provide a storm water management plan (erosion control plan), to be reviewed and approved by the County. Refer to Article No. 8 (NPDES Storm Water Discharges).
- C. Contractor is aware that work is being performed in an active facility and shall take all practicable precautions to prevent storm water from becoming contaminated.
- D. If work is performed during more than one rainy season, a revised storm water management plan shall be prepared prior to the commencement of each rainy season.

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

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

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

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

The appropriate SWPPP will be available for review by Contractor in the offices of the OC Waste & Recycling Project Manager.

**DISCOVERED HAZARDOUS WASTE:**

- A. Contractor shall promptly, and before the following conditions are disturbed, notify the County in writing of any:
  - (1) Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
  - (2) Subsurface or latent physical conditions at the site differing from those indicated; and
  - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.
- B. The County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve a hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the County shall issue a Change Order under the procedures described in the Contract. If hazardous waste is found, the County will contact its key waste Contractor to properly remove and dispose of the waste. The Contractor shall not disturb the waste. The Contractor shall immediately notify the County if the waste is found leaking, not containerized, or vapors or odors are detected.

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

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

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

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

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

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

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

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

**FUGITIVE DUST EMISSION CONTROL:** The Contractor shall comply with the requirements of the OC Waste & Recycling Fugitive Dust Emission Control Plan in conformance with the SCAQMD Rule 403. The Contractor shall also notify OC Waste & Recycling of any condition that could lead to noncompliance with the permit requirements.

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

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

or compensation for any cost due to any such action as a result of the Contractor's failure to comply with those provisions of the OC Waste & Recycling Fugitive Dust Emission Control Plan within the Contractor's control. The Contractor shall be responsible for ensuring that all subcontractor(s) comply with the provisions of this section. The Contractor shall be liable for any action or fine imposed by the SCAQMD on those incidents of noncompliance that are within the Contractor's area of responsibility.

OC Waste & Recycling Fugitive Dust Emission Control Plan (SCAQMD Rule 403-Fugitive Dust-April 1993) is available for review by the Contractor in the offices of the OC Waste & Recycling Project Manager.

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

**MAINTENANCE FACILITIES AND WORK AREA (when applicable):** Maintenance facility areas have been designated at the facility for the purpose of maintaining County equipment. This area is intended to be available for use by the County's Equipment Maintenance Contractor and for other contractors and haulers only upon permission and at the convenience of OC Waste & Recycling. Any contractor permitted to utilize this area shall inspect the area and comply with any and all provisions of these Regulatory Compliance Section Articles. All contractors shall keep the facility clean. If this facility becomes unavailable to the County's Equipment Maintenance Contractor for any reason, the County's Equipment Maintenance Contractor shall be provided an alternate location acceptable to the OC Waste & Recycling Regional Project Manager or designee. No such guarantee of an alternate location is made to any other contractor or hauler by the County. All costs related to relocating the facility is the sole responsibility of the County's Equipment Maintenance Contractor and shall be included as part of the fixed rate price agreement.

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

The Contractor shall be responsible for maintaining clean equipment and a clean working area. Removal of contaminated soil as a result of maintenance activities shall be the sole responsibility of the Contractor and shall be mitigated to OC Waste & Recycling satisfaction immediately following written notice from the Project Manager. The area of contamination may be tested and certified by a third independent party qualified to conduct the evaluation. The proposed certifying firm shall submit qualifications to the Project Manager for acceptance and approval. All costs associated with contaminated soil removal, disposal and certification, if necessary, shall be the sole responsibility of the Contractor. Prior to removal, the Contractor must provide a manifest of transport showing legal disposal of contaminated material. A copy of the manifest, certified and approved by the disposal location, shall be provided to OC Waste & Recycling prior to shipment. If the manifest is not submitted, OC Waste & Recycling will withhold or deduct directly the estimated cost of removal and disposal from monthly invoice, plus five percent (5%) administration fee until the manifest or appropriate documentation is submitted by the Contractor.

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

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

**RED IMPORTED FIRE ANT INTERIOR QUARANTINE OF ORANGE COUNTY:** The contractor shall be responsible for strict compliance with the quarantine of the county of orange for the red imported fire ant as defined in the California food and agricultural code in division 4, chapter 3, subchapter 4, article 4, section §3432 incorporated herein by reference with regards to the quarantine area, the commodities covered, and the restriction on movement, possession and sale of commodities covered. violation of any provision of this article of this contract and/or the state mandate by the contractor shall require the contractor to bear the full financial responsibility of any assessed fine or penalty on the county, indemnify the county by the completion and submission for county approval of an acceptable, detailed, incident report within five working days of the date of the violation or not later than five working days from the date of the notification of the violation, whichever is the later.