

## LANDFILL GAS SERVICES CONTRACT

This Contract Number MA-299-13010437 to provide Landfill Gas (LFG) Services for South Region Landfills, (hereinafter referred to as "Contract"), by and between the County of Orange, a political subdivision of the State of California (the "County") and Tetra Tech BAS, Inc. ("Contractor"), with a place of business at 1360 Valley Vista Drive, Diamond Bar, CA 91765. County and Contractor are sometimes individually referred to as "Party", or collectively referred to as "Parties".

### RECITALS

WHEREAS, Contractor responded to a Request for Proposal (RFP) to provide Landfill Gas Services for South Region Landfills; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into this Contract with Contractor to provide Landfill Gas Services for South Region Landfills as defined in this Contract, effective December 1, 2012 through November 30, 2015, in an amount not to exceed \$5,600,000; and,

WHEREAS, the County issued Amendment Number 1 to renew the term of the Contract for one year, effective December 1, 2015 through November 30, 2016, in an amount not to exceed \$1,400,000, which renewal may be executed by the Deputy Purchasing Agent or Director of OC Waste & Recycling or his designee pursuant to the Contract and the 2012 County of Orange Contract Policy Manual, Section 3.3-106(1)(c); and

WHEREAS, the County issued Amendment Number 1 to remove Article Y, Waiver of Jury Trial, from Contract and replaced it with "Intentionally left blank"; and

WHEREAS, the County now desires to issue Amendment Number 2 to renew the Contract for one year, effective December 1, 2016 through November 30, 2017, in an amount not to exceed \$1,400,000;

NOW, THEREFORE, the Parties agree as follows:

### ARTICLES

#### **GENERAL TERMS AND CONDITIONS**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, its Attachments and Exhibits, 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, hereinafter "Purchasing Agent".

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services or to cancel all or any part of the services not conforming to applicable specifications, reports, samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of the services shall not bind County to accept future services, nor deprive it of the right to return documentation already accepted, at Contractor's expense. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **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 indemnittees as identified in Article HH below, and as more fully described in Article HH, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article HH below, it shall indemnify, defend and hold County and County Indemnittees 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.
- I. **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 shall be assigned or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or subcontract 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. Notwithstanding the foregoing, the County hereby authorizes Contractor to use the services of subcontractors listed in Exhibit C, solely with respect to non-routine services.

- A. **Licensed Subcontractor:** Each subcontractor selected for the work shall be licensed in the State of California in the subcontractor's particular field.
  - B. **Transactions:** Transactions with subcontractor shall be made through Contractor except when in emergency situations Contractor is not readily available, in which case detailed instructions shall be transmitted to subcontractors directly.
  - C. **Responsibility:** Contractor shall be fully responsible to County for the acts and omissions of subcontractors and all persons directly or indirectly employed by them as Contractor is for Contractor's acts and omissions and of persons directly or indirectly employed by Contractor. Contractor shall pay each subcontractor promptly the amount allowed Contractor on account of such subcontractor's work to the extent of such subcontractor's interest therein.
  - D. **Contractual Relations:** Nothing contained in this Contract shall create any contractual relations between County and a subcontractor.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any sub-Contractors 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 Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law and as set forth in paragraphs 22-24, 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. See termination clauses listed within Additional Terms and Conditions, paragraphs 22-24.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contractor shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **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.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees, nor anyone working under Contractor, shall

qualify for workers' compensation or other fringe benefits of any kind through County.

- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps 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 services furnished by the Contractor under this Contract. Contractor shall perform all work diligently including those of County required in its governmental capacity, in connection with performance of the services; and, if permitted to subcontract, shall be fully responsible for all services performed by subcontractors.
  
- P. **Insurance Provision:** Prior to the provision 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 self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

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**

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 A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance shall be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

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

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability with broad form limit per Property damage and contractual liability	\$1,000,000 combined single occurrence \$2,000,000 aggregate
Automobile Liability including coverage	\$1,000,000 per occurrence

for owned, non-owned and hired vehicles

Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

**Required Coverage Forms**

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

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

**Required Endorsements**

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

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insured's.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 day-notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

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

Insurance certificates should be forwarded to the OC Waste & Recycling address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by the OC Waste & Recycling Purchasing division, award may be made to the next qualified vendor.

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

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

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

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for professional services and material 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 HH, 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.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. **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.
- T. **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 (thirty-six) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **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.
- V. **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 HH, 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.
- W. **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.
- X. **Pricing:** The Contract pricing shall include full compensation for providing all required services in

accordance with required specifications, or services as specified herein or when applicable, in the scope of work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

- Y. **Intentionally left blank Waiver of Jury Trial:** ~~Each party acknowledges that it is aware of and has had the opportunity to seek advice 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.~~
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **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.
- BB. **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.
- CC. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney 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.
- EE. **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 affect the purpose of the Parties and this Contract.
- FF. **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.
- GG. **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.

HH. **Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

### **Additional Terms and Conditions**

#### **1. Term**

The effective date of this Contract is December 1, 2012, to continue for three (3) consecutive years, through November 30, 2015, with an option to renew annually for two (2) additional years in one (1) year increments. The County of Orange Board of Supervisors, at its discretion, may require annual renewal of this Contract.

#### **2. Project Manager-County**

The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager (OC Waste & Recycling 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. 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's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld.

#### **3. Contractor's Project Manager and Key Personnel**

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



**4. Entirety**

This Contract and all of its Attachments and Exhibits comprise the entire Contract between the Contractor and the County. Additional or new terms contained in this Contract, which vary from the Contractor's proposal, are deemed accepted by the Contractor by execution of this Contract or other commencement of performance hereunder. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this Contract, oral or written, are hereby superseded, except to the extent that they have incorporated into this Contract. No future waiver of, exception to, addition to, or alteration of any of the terms, conditions and/or provisions of this Contract shall be considered valid unless specifically agreed to in writing by both Parties.

**5. Precedence**

The documents herein consist of this Contract and its attachments and exhibits. 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 and exhibits.

**6. Compensation**

This is a fixed ceiling Contract. Contractor agrees to accept the specified compensation set forth in Exhibit B, Cost/Compensation for Contractor Services, as full remuneration for performing all services and furnishing all staffing and materials called for; and for any reasonably foreseeable difficulties which may arise or be encountered in the execution of the services until acceptance; and for risks connected with the services; and for performance by the Contractor of all of its duties and obligations hereunder.

**Prevailing Wage** (if applicable): As set forth in Section 1771 of the Labor Code, prevailing wage requirements shall apply to this Contract. California Code of Regulations (CCR) Title 8, Article 2, Section 16001 (a) and (f) also provide that prevailing wage requirements apply to this Contract. Contractor shall comply with all the provisions of the applicable sections of the Labor Code on prevailing wage and Article 2 Title 8 Section 16001 (a) and (f) of the CCR. Contractor shall also be responsible for compliance by his subcontractors to these provisions.

Pursuant to the provisions of Section 1773 of the Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this Contract from the Director of the Department of Industrial Relations. Copies of these rates may be obtained from the State Industrial Relations Department Division of Labor, website [www.dir.ca.gov](http://www.dir.ca.gov); Statistics & Research (415/972-8620) or the Department of Transportation (916/445-3520). Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates at a minimum. The provisions of Sections 1774, 1775, 1776, and 1813 of the Labor Code shall be complied with.

**Wage Rate Penalty**: Pursuant to the provisions of Section 1775 of the Labor Code, Contractor shall forfeit to County, as a penalty, the sum of \$50 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by Contractor or by any Contractor's subcontractors, in violation of the provisions of this Contract.

**Payroll Records:** Pursuant to the provisions of Section 1776 of the Labor Code:

- a. Contractor and each subcontractor performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with the work.
- b. Said payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- c. Contractor shall file a certified copy of said payroll records with County within ten days after receipt of a written request therefore from OC Waste & Recycling or otherwise from County.
- d. Contractor shall inform County of the location of said payroll records, including the street address, City and County, and shall, within five working days, provide a notice of change of location and address of said payroll records.
- e. It shall be the responsibility of Contractor to ensure the compliance with the provisions of this Clause and the provisions of Labor Code Section 1776.
- f. In the event of noncompliance with the requirements of this Clause of the requirements of Labor Code Section 1776, Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply. Should noncompliance exist after said ten-day period, Contractor shall, as a penalty to County, forfeit \$25 for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from invoice payments due Contractor for completed task orders.

**7. Contractor's Expense**

The Contractor shall be responsible for all costs related to photocopying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract.

**8. Changes/Extra Work/Modifications**

The Contractor shall make no changes in this Agreement without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes affect price, the Contractor's ability to deliver services or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the change was proposed and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract modification before becoming effective. Said modification shall be issued by the Deputy Purchasing Agent or his designee and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work set forth in Exhibit A, Scope of Work.

All extra services are by mutual consent of all Parties and may be subject to the approval of the County Board of Supervisors.

**9. 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 properties 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.

**10. Data – Title to**

All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract shall 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, shall be returned to the County at the end of this Contract.

**11. Reports/Meetings**

The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirement as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager shall meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, 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. Meetings held between OC Waste & Recycling staff and Contractor's staff to discuss Contractor's non-performance or lack thereof shall not be billable to the County.

**12. Records**

Contractor shall keep an accurate record of time expended by Contractor and/or Subcontractors working for Contractor in the performance of this Contract. Such record shall be available for periodic inspection by the County at reasonable times.

**13. Conflict of Interest**

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 Contractors; 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.

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.

**14. Child Support Enforcement Requirements (Attachment 1)**

In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract, but prior to official award of Contract, the selected Contractor hereby agrees to furnish OC Waste & Recycling/Purchasing with the required Contractor data and certifications, Attachment 1, Child Support Enforcement Certification Requirements.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, 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 sixty (60) calendar days of notice from the County shall constitute grounds for termination of this Contract.

**15. Contractor Bankruptcy/Insolvency**

If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.

**16. 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.

**17. Subject to Fiscal Appropriations**

This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, this Contract will be terminated without penalty to the County.

**18. Performance Surety**

Within ten (10) calendar days of the award of the Contract, Contractor shall furnish a Faithful Performance Bond and a Labor and Material Payment Bond, each in an amount equal to 100% of the annual Contract amount. Said bonds shall be in the form of the models to be provided by the County and be approved by the County Counsel and Risk Manager of the County Of Orange. Such bonds shall be executed by an admitted surety insurer (authorized to transact surety insurance in California); if the bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to

the County, or if any such surety fails to furnish reports as to surety's financial condition from time to time as requested by OC Waste & Recycling, Contractor shall promptly furnish such additional security as may be required by OC Waste & Recycling or the Board of Supervisors from time to time to protect the interests of County and of persons supplying labor or material in the prosecution of the work contemplated by this Contract. Failure to furnish such additional security shall constitute a material breach of the agreement.

The Contract shall be signed and returned, together with the bonds and insurance documents, within ten (10) calendar days after the Contract has been awarded by the County of Orange Board of Supervisors. The County shall return the Bond to the Contractor upon successful completion of Contractor's duties and obligations under this Contract.

Submit Bonds to:  
OC Waste & Recycling  
300 N. Flower St., Ste. 400  
Santa Ana, CA 92703  
Attn: Purchasing Manager  
Re: Bonds for Contract No. MA-299-13010437

#### **19. Breach of Contract**

The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. 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
- c. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

#### **20. Interpretation of Contract**

In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's Project Manager. If disagreement exists between the Contractor and the County's Project Manager in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.

#### **21. Disputes**

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County's Purchasing Agent by way of the following process:
  1. The Contractor shall submit to OC Waste & Recycling Project Manager a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County's Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction.

## **22. Termination -- Default**

If Contractor is in default of any of its obligations under this Contract and has not commenced cure within ten (10) days after receipt of a written notice of default from County and cured such default within the time specified in the notice, the County shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the County may begin negotiations with a third-party Contractor to provide goods and/or services as specified in this Contract.

The right of either party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

## **23. Termination -- Convenience of the County**

Notwithstanding any other provision of the Contract, County may at any time and without cause terminate in whole or in part, upon not less than thirty (30) days written notice to the Contractor. Such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the effective date of the termination, whether the Contract shall be terminated in whole or in part and if applicable the portion of work to be terminated. The Contractor shall immediately stop work in accordance with the Notice of Termination and comply with any other direction as may be specified in the Notice of Termination or as provided subsequently by County. The County shall pay the Contractor for the work completed and accepted by County prior to the effective date of the termination, and such payment shall be Contractor's sole remedy. Under no circumstances will the Contractor be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination in whole or in part under this provision. The Contractor shall insert in all subcontracts that the subcontractors shall stop work on the date of and if applicable the portion of work to be terminated in a Notice of Termination, and shall require sub-Contractors to insert the same condition in any lower tier subcontracts.

**24. Termination -- Orderly**

After receipt of a termination notice from the County of Orange, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each party shall 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.

**25. 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 key personnel attached hereto, 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.

**26. EDD Independent Contractor Reporting Requirements (Attachment 2)**

Effective January 1, 2001 The County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a Contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

To comply with the reporting requirements, County procedures for contracting with independent Contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

- First name, middle initial and last name
- Social Security Number
- Address
- Start and expiration dates of Contract
- Amount of Contract

**27. Health and Safety Plan (Attachment 3)**

The Contractor shall ensure compliance with all safety and hourly requirements for employees in

accordance with Federal, State, and County safety and health regulations and minimum wage laws. Contractor shall implement all proper health and safety precautions to protect its employees, County staff, the public, and the work.

All vehicles used by the Contractor to support this Contract must meet California Motor Vehicle and Cal-OSHA regulations and all other applicable codes required for use on highways in the State of California.

All Contractor employees shall be required to wear uniforms, badges or other acceptable means of identification, to be furnished by the Contractor while the employees are working in any OC Waste & Recycling facilities.

A Health & Safety Plan (H&SP) must be submitted within seven calendar days of receipt of the Notice of Award and be approved by the County Safety Inspector PRIOR to any Contractor staff entering County owned or operated landfills and other facilities. The H&SP shall address the areas of work to be performed in this SOW.

Include a cover letter outlining the purpose and overall contents of the H&SP, referencing the project number and description, and submit to the OC Waste & Recycling Project Manager.

The contents of each H&SP must meet all regulatory requirements for the specific work that will be conducted at the site. However, the following is a checklist of the minimal elements for a H&SP. Those plan elements which do not apply to the specific Contract, should be noted (such as "this operation does not involve any confined space work", as a note after Item h).

One or more of the following may be required to be included in a Contractor's H&SP:

- a. Site Background and SOW - Site specific with an emphasis on the type(s) of service performed, the hazards associated with such work and the programs in effect to protect the employee against those recognized hazards.
- b. Injury and Illness Prevention Program (C.C.R. Title 8, S 3203) - Required of all employers of ten or more employees.
- c. Code of Safe Practices (C.C.R. Title 8, S 1509) - All employers are required to have a Code of Safe Practices in writing and posted at the work place.
- d. Emergency Medical Services (C.C.R. Title 8, S 1512) - All employers are required to have this program in writing.
- e. Fire Protection Program (C.C.R. Title 8, S 1920) - All employers are required to have this program in writing.
- f. Hazard Communication Program (C.C.R. Title 8, S 5194) - All employers are required to have this program in writing, if there is potential for their employees to come into contact with any products that may be hazardous.
- g. Requirements for Excavations and Shoring (C.C.R. Title 8, S 1541.1) - All employers are required to have this program in writing, if excavating.
- h. Confined Space Procedures (C.C.R. Title 8, S 5156) - All employers are required to have this program in writing, if confined spaces will be entered.
- i. Hearing Conservation Program (C.C.R. Title 8, S 5097) - This program shall be written into the Health and Safety Plan, if employee noise exposures meet or exceed the levels outlined in C.C.R. Title 8, S 5097.



- j. Personal Protective Equipment (C.C.R. Title 8, S 3380 to S 3400) - Requirements must be included in the Health and Safety Plan, if personal protective equipment is required for the contracted work.
- k. Storage, Handling, and Dispensing of Flammable/Combustible Liquids (Uniform Fire Code Article 79) - Requirements must be included in the Health and Safety Plan, if flammable/combustible liquids will be stored, handled, or dispensed.
- l. Welding, Brazing, and Cutting (C.C.R. Title 8, S 1536 and S1537) - Requirements must be included in the Health and Safety Plan, if performing these actions.
- m. Compressed Gas Cylinders (C.C.R. Title 8, S 1740 to S1743) - Requirements must be included in the Health and Safety Plan, if storing or using compressed gas cylinders.

**28. County Declared Emergency**

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.

**29. 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 Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

**TO: COUNTY**  
OC Waste & Recycling/Purchasing  
300 N. Flower Street, Ste. 400  
Santa Ana, CA 92703  
Attn: Purchasing Manager  
Phone: 714-834-4000

**TO: CONTRACTOR**  
Tetra Tech BAS, Inc.  
1360 Valley Vista Drive  
Diamond Bar, CA 91765  
Attn: Gus Andraos

**Copy:**  
OC Waste & Recycling  
Prima Deshecha Landfill  
300 N. Flower Street, Ste. 400  
Santa Ana, CA 92703  
Attn: Project Manager

**Signature Page**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first above written.

**Tetra Tech BAS, Inc.\***

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

\*By \_\_\_\_\_

Title \_\_\_\_\_

County of Orange, a political  
subdivision of the State of California

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:  
County Counsel

By \_\_\_\_\_  
Deputy

Date \_\_\_\_\_

\*If a corporation, this document shall be signed by two corporate officers. The first signature shall be either the Chairman of the Board, President, or any Vice President. The second signature shall be the Secretary, an Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

**Attachment 1**  
**County of Orange Child Support Enforcement**  
**Certification Requirements**

*“I certify that \_\_\_\_\_ is in full compliance with all applicable federal, state, and local reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract \_\_\_\_\_ with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contact.”*

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*Signature* *Name (Please Print)*

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*Title* *Date*

---

*Company Name*

---

*Contract Number*

---

*Signature\** *Name (Please Print)*

---

*Title* *Date*

---

*Company Name*

---

*Contract Number*

**\*Two signatures required if a corporation.**

## Attachment 2 EDD Independent Contractor Reporting Requirements

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a Contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a Contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies. Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [www.edd.ca.gov/txicr.htm](http://www.edd.ca.gov/txicr.htm).

To comply with the reporting requirements, County procedures for contracting with independent Contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

- First name, middle initial and last name
- Social Security Number
- Address
- Start and expiration dates of Contract
- Amount of Contract

_____	_____	_____
First Name	Middle Initial	Last Name
SSN _____		
Contract Number _____		Dollar value of Contract _____
Start Date _____		
Expiration Date _____		

### Attachment 3 Health & Safety Plan Requirements

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

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

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

- Emergency Action Plan - T8 CCR 3220; Fire Prevention Plan - T8 CCR 3221; Hazard Communication Program - T8 CCR 5194; Confined Space Entry - T8 CCR 5156-5159; Respiratory

Protection - T8 CCR 5144; Lockout/Tagout - T8 CCR 3314, 6003 & 2320; Chemical Hygiene - T8 CCR 5191 & Article 110; Bloodborne Pathogens - T8 CCR 5193; and Hearing Conservation - T8 CCR 5096 – 5100.

## **EXHIBIT A SCOPE OF WORK**

### **INTRODUCTION**

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

The Prima Deshecha Landfill opened in 1976 to serve the non-hazardous solid waste disposal needs of Orange County. The landfill is permitted for 4000 tons per day and currently receives approximately 2,000 tons of refuse per day. The current anticipated active life of the landfill is through the year 2067. The site's fill area is divided into Zone 1 and Zone 4. Zone 1 is currently active and is equipped with a composite liner landfill gas and condensate, a leachate collection, and sub-drain (groundwater) collection systems in Phases A through C. WMU-1 and WMU-2 in Zone 1 are unlined.

The Prima Deshecha Landfill is located at 32250 La Pata Ave. in San Juan Capistrano. The landfill is owned by the County of Orange and operated by OC Waste & Recycling. The site operating hours are from 6:00 AM to 5:00 PM. Contractor may access the site before or after operating hours by coordinating with the South Region Landfill OC Waste & Recycling Project Manager or designee. In addition to the Prima Deshecha Landfill, work may require to be performed at the following closed sites: Coyote Canyon, Lane Road, San Joaquin, Forster and Del Obispo.

### **BACKGROUND**

The South Coast Air Quality Management District (SCAQMD) Rule 1150.1 stipulates that all landfills which accepted waste on or after January 1, 1982, must install and operate a landfill gas extraction and control system (LFGES) to control landfill gas (LFG) surface emissions and subsurface migrations. In addition, periodic testing must be performed to evaluate the effectiveness of the LFG control system and to verify that the landfill is in compliance with the emission limit of 500 parts per million by volume (ppmv) of total organic compounds (TOC) as contained in the Rule. SCAQMD Rule 431.1 requires the monitoring of sulfur compounds in gaseous fuels combusted during industrial activities. An alternative Rule 431.1 monitoring plan has been approved by the SCAQMD.

Additionally, due to the explosive nature of methane, the California Code of Regulations, Title 27, Chapter 3, Subchapter 4, Articles 6 (27CCR) contains requirements that owners and operators of landfills, must control LFG (methane) and prevent it from accumulating in enclosed structures and/or migrating offsite.

Contractor shall perform the County's SCAQMD-required Rules 1150.1 and 431.1 monitoring, 27CCR-required onsite structures and perimeter probe monitoring and reporting, and the operations, maintenance and monitoring of the LFGES at the Prima Deshecha (Prima), Lane Road and San Joaquin Landfills in accordance with this scope of work.

## **GENERAL**

Operations and maintenance of landfill gas control systems, SCAQMD Rule 1150.1 and 431.1 sampling and monitoring programs for Prima, Lane Road and San Joaquin Landfills.

The scope of work includes all fieldwork necessary to continue operations as needed and perform maintenance and monitoring (OM&M) of the LFGES as stated in this scope of work.

Contractor shall be familiar with the SCAQMD, Subpart WWW of 40 Code of Federal Regulations (CFR) 60, and 27CCR rules and regulations as they relate to landfills. Additionally, they shall become intimately familiar with the existing LFGES components at each of the three landfills, and shall work well with the landfill operator and regulators to minimize conflicts.

## **SCOPE OF WORK**

The Scope of Work for this Contract includes the following major areas of service required for the successful completion of this Contract and to achieve continued compliance with all applicable regulatory requirements:

- The scope of work for routine OM&M of the LFGES,
- The scope of work for SCAQMD Rule 1150.1 and Rule 431.1 monitoring, reporting, and laboratory analyses,
- The scope of work for non-routine OM&M of the LFGES,
- A discussion of coordination with site operators,
- A site specific health and safety plan,
- Project administration requirements.

Contractor shall assign at least one pre-approved lead field technician to perform routine OM&M as needed at the Prima, Lane Road and San Joaquin Landfills. The technician shall be responsible for routine work as required by the County; if additional technicians are required to complete non-routine work the Contractor shall prepare a work order and submit it to the County for approval prior to start of work.

OC Waste & Recycling has signed agreements with private developers to build facilities at Prima to utilize landfill gas at a cost provided for in a separate Agreement. In these cases, the private developer will perform operation and maintenance of the LFG systems and condensate system maintenance at Prima, but SCAQMD Rule 1150.1 monitoring and LFG expansions shall be performed through this Contract.

### **A. ROUTINE OPERATION, MAINTENANCE, & MONITORING (OM&M)**

The scope of work shall be structured to facilitate operation of the systems within regulatory guidelines, while maintaining the composition of the LFG at a level to support continuous operation of the flares, where present, and the LFGES, and to meet OC Waste & Recycling requirements. The scope shall also be designed to minimize the possibility of subsurface fires at the sites while achieving continued compliance with the SCAQMD



Rule 1150.1, Articles 5 and 6 of Subchapter 4 of Chapter 3 of 27CCR, subpart WWW of 40 CFR 60, and site operating permits.

Monitoring frequencies stated below are minimum requirements; more frequent monitoring may be required based on the results of data evaluation. More frequent monitoring, subject to OC Waste & Recycling approval, shall be directed by the OC Waste & Recycling Project Manager by issuance of a non-routine OM&M task order. Routine OM&M shall be accomplished by performing the following:

## **A.1 REGULAR OPERATIONS, MAINTENANCE, & MONITORING**

### **A.1.1 Prima Deshecha Landfill**

**RESERVED**

### **A.1.2 Lane Road and San Joaquin Landfills**

#### **Weekly OM&M**

##### **Blower Station**

The blower station shall be monitored weekly. The data obtained shall be evaluated, and any modifications, adjustments, or recommendations shall be implemented during each successive site visit, or immediately, should it be warranted. Monitoring data for the following must be recorded on a weekly basis:

- Date, time and signature of monitoring technician;
- Monitoring instrument ID and daily calibration log for the instrument;
- LFGES Operating hours/day (i.e. 24hr/day, 7am-1pm, etc.);
- Meteorological conditions (e.g., barometric pressure, ambient temperature, etc.);
- LFGES inlet header static pressure;
- Extraction blower's operating (inlet and outlet) LFG temperatures and static pressures; inlet LFG concentrations of methane, oxygen, carbon dioxide and carbon monoxide.

#### **Bi-monthly OM&M**

##### **Probe Monitoring**

Landfill gas migration probes shall be monitored twice a month. This frequency is more than that required the SCAQMD Rule 1150.1 Rule. The following data shall be collected and recorded to comply with 1150.1 monitoring. The cost of this monitoring work shall be included under Item A.2.5 below:

- static pressure
- percent methane
- percent oxygen
- percent carbon dioxide

### **Monthly OM&M**

LFG extraction wells and the collection piping shall be monitored once per month at the Lane Road and San Joaquin sites. The following data shall be collected and recorded:

- All headers shall be inspected for proper grading and alignment. Headers shall be re-graded to acceptable gradient.
- LFG temperature;
- Wellhead static pressure;
- Header static pressure;
- Methane gas concentration;
- Oxygen gas concentration;
- Carbon dioxide gas concentration;
- LFG flow rate for each well.
- Sample ports located at strategic points in the gas conveyance header system shall be tested for the same parameters listed above; and
- All data must be transferred to and stored in a computer data base, and analyzed for long term trends (i.e., pressure drops indicating blockage, subsurface combustion, reduced flow rates indicating possible decrease in LFG generation, etc.).
- After each monitoring event is completed and the data is evaluated, well flow-rate or vacuum adjustments for each well shall be implemented. Adjustments shall consist of varying the well's individual flow control valve as needed. After each adjustment is performed, the system shall be allowed to reach equilibrium before any additional adjustments are made. Follow-up monitoring must be conducted and extraction wells shall be adjusted in response to system balancing on an as needed basis. The goal is to control off-site migration and surface emissions.

## **A.2 SCAQMD RULE 1150.1 AND RULE 431.1 MONITORING AND REPORTING**

For Prima Deshecha, Lane Road and San Joaquin Landfills:

All work under the 1150.1 monitoring program shall be performed in accordance with the site specific *Compliance Plans* prepared per the April 1, 2011 amended SCAQMD Rule 1150.1 for the Prima Deshecha, Lane Road and San Joaquin Landfills.

Contractor shall provide all equipment necessary for the completion of these tasks including, but not limited to, portable flame ionization detectors, Tedlar bag sampling apparatus, ambient air samplers, and full time wind speed and direction stations. In compliance with each site's Rule 1150.1 compliance plan (summarized in Rate Sheet Part I), Contractor shall perform the following tasks for the duration of this Contract:

### **A.2.1 Instantaneous Surface Monitoring**

Instantaneous surface monitoring, including field procedures and equipment, shall be conducted in accordance with the approved *Compliance Plan* for each landfill.

The entire surface of the disposal area of each landfill has been divided into monitoring grids. Each grid measures approximately 50,000 square feet in area. The monitoring grids shall be used for both instantaneous and integrated surface monitoring/sampling.

Instantaneous measurements of TOC concentrations immediately above the surface of the grids shall be obtained using a portable flame ionization detector (FID), which meets *Guideline* specifications. The probe of the FID must be held within 3 inches of the landfill surface while traversing the monitoring grids. A surface inspection shall also be performed during instantaneous surface monitoring to identify cracks or fissures in the landfill cover that could be potential pathways for LFG to escape to the atmosphere. Surface areas of the landfill at which TOC concentrations exceed 500 ppmv shall be marked with flags, identifying the areas in need of remediation. Instantaneous monitoring exceedances from 200 to 499 ppmv shall also be marked with flags that distinguish them from the 500 ppmv exceedances. Locations of 200-499 ppmv, and 500 ppmv and above, shall be recorded in northing and easting coordinates. The coordinates shall be obtained using a GPS unit.

To initiate remediation, Contractor shall notify the Site Supervisor of the landfill and the OC Waste & Recycling Project Manager of exceedance areas within 24 hours of identification. In addition, a notification letter shall be sent to the OC Waste & Recycling Project Manager.

#### **A.2.2 Integrated Surface Sampling and Analysis**

Integrated surface sampling, including field procedures and equipment, shall be conducted in accordance with the *Guidelines* and the approved *Compliance Plan* for each landfill.

One integrated surface sample shall be collected from each of the established sampling grids during each sampling event. Each integrated surface sample shall be collected over a continuous 25-minute period while a field technician walks a prescribed path over the sampling grid. The samples shall be collected in 10-liter Tedlar bags using a non-contaminating pump. The probe of the sampling pump shall be held at a distance of not more than 3 inches above the surface of the landfill during sample collection. The Tedlar bags shall be enclosed within lightproof cardboard boxes to reduce the potential for photo-degradation of air contaminants targeted for analysis. Any samples containing greater than 25 ppmv TOC shall be recorded as an exceedance and the grid shall be identified as an area in need of remediation.

To initiate remediation, Contractor shall notify the Site Supervisor of the landfill and the OC Waste & Recycling Project Manager of exceedance areas within 24 hours of identification. In addition, a notification letter shall be sent to the OC Waste & Recycling Project Manager.

Contractor shall coordinate with the OC Waste & Recycling Project Manager (or his designee) to enact remediation measures. At the Lane Road and San Joaquin Sanitary Landfills Contractor shall be responsible for remediation measures related to the

operation of the LFGES, including, but not limited to, adjustment of extraction wells in the general vicinity. The County shall provide additional compacted cover material to specific exceedance areas when necessary.

Following implementation of mitigation measures, and within 10 days of the initial exceedance, Contractor shall re-monitor all exceedance areas; and, within 24 hours, notify the OC Waste & Recycling Project Manager of continued non-compliance. Two attempts at remediation and re-monitoring shall be performed. In accordance with the Guidelines, if an exceedance still exists after two remediation attempts, Contractor shall make recommendations of LFGES modifications to the County, to bring the landfill into compliance with the applicable regulatory requirements.

As a means of tracking remediation of exceedance areas, Instantaneous Surface Monitoring (ISM) Data Sheets shall be filled out and distributed to appropriate personnel. Contractor shall notify the OC Waste & Recycling Project Manager, in writing, of any outstanding exceedances at the end of each month.

During each sampling event, a minimum of two samples or 10% of all exceedances, whichever is greater, per event shall be collected and delivered to an approved analytical laboratory, and analyzed within 72 hours of sampling for the following compounds:

- Fixed gases (i.e., methane, carbon dioxide, oxygen, and nitrogen)
- Total gaseous non-methane organic compounds (TGNMO)
- Core Group Toxic Air Contaminants (TAC) (listed in Table 1)

Samples must be collected only when meteorological conditions meet the requirements for wind speed and precipitation found in the *Guidelines*. Sampling must be conducted on days when there had been no rain during the preceding 72 hours. Sampling shall be discontinued if instantaneous wind speeds are greater than 10 miles per hour (mph), or if the average wind speed over a 15-minute period exceeds 5 mph.

### **A.2.3 Ambient Air Sampling Analysis**

Ambient air sampling, including field procedures and equipment, shall be conducted in accordance with *Guidelines* and the approved *Compliance Plan* for each landfill.

Ambient air samplers shall be positioned at the perimeter of the landfill to collect air samples representative of upwind (i.e., background) and downwind (i.e., air that has passed over the landfill surface) conditions at the site. Siting of ambient air sampler locations shall be based on evaluation of historic wind monitoring data collected at each landfill. Sampler locations shall be established to provide good meteorological exposure to the predominant offshore and onshore wind flows. Ambient air samplers shall be constructed, installed, and operated to meet SCAQMD design criteria and performance specifications found in the *Guidelines*. Light-sealed boxes containing individual 10-liter Tedlar sample bags must be housed within each weather-tight, ambient air sampler.

Ambient air sampling shall be conducted over two simultaneous 12-hour periods. One

sample must be collected for each 12-hour period from each upwind and downwind sampler and shall be forwarded to the laboratory for analyses.

Collected samples shall be delivered to an approved analytical laboratory and analyzed within 72 hours of sampling for the following compounds:

- Fixed gases (i.e., methane, carbon dioxide, oxygen, and nitrogen)
- TGNMO
- Core Group TAC (listed in Table 1)

Ambient air sampling must be conducted when weather conditions conform to the meteorological criteria specified in the *Guidelines*. These include:

- No rainfall during the sampling period
- Average wind speeds not exceeding 15 mph during any 30-minute period
- Instantaneous wind speeds not exceeding 25 mph

Wind speed and direction monitoring system with a continuous recorder, at a location on the landfill property that is representative of the wind speed and direction of the areas sampled shall be installed.

#### **A.2.4 LFG Sampling and Analysis**

LFG sampling, including field procedures and equipment, shall be conducted in accordance with the *Guidelines* and the approved *Compliance Plan* for each landfill.

LFG samples shall be collected from the main LFG header line entering the blower/flare station. At each of the sites, a LFG sample must be collected in a 10-liter Tedlar bag (enclosed in a light-sealed box) over a 10-minute period.

These samples shall be delivered to an approved analytical laboratory and analyzed within 72 hours of sampling for the following compounds:

- Fixed gases (i.e., methane, carbon dioxide, oxygen, and nitrogen)
- TGNMO
- Total Reduced Sulfur Compounds (TRS)
- Core Group TAC

#### **A.2.5 Perimeter Probe Monitoring, Sampling and Analysis**

Perimeter probe sampling, including field procedures and equipment, shall be conducted in accordance with the *Guidelines* and the approved *Compliance Plan* for each landfill. Please note that each monitoring probe port may contain multiple monitoring probes at varying depths. Estimated monitoring probe quantity in Rate Sheet – Part I represents the total number of monitoring probe ports in each individual site.

In addition to the Rule 1150.1 mandated monitoring frequency of the perimeter probe,

Lane Road and San Joaquin site currently require additional rounds of perimeter probe monitoring regularly to fulfill other regulatory mandates. Estimated quantities in Rate Sheet – Part I reflect the additional monitoring requirements at these sites.

All refuse boundary gas probes shall be monitored for TOC as measured using a portable FID or alternative SCAQMD approved instrument. Prior to collecting a sample, each probe must be evacuated until the TOC concentration remains constant for a minimum of 30 seconds, as indicated by the FID. Each perimeter probe sample shall be collected in a 10-liter Tedlar bag housed within a light-sealed box over a continuous 10-minute period utilizing a non-contaminating pump. The sample shall then be analyzed using the portable FID.

If the TOC concentration, as measured by the FID, is below 5% by volume as methane in all probes, then collect a single Tedlar bag sample from the probe containing the highest methane concentration and submit to an approved analytical laboratory for analysis within 72 hours of sampling for the following compounds:

- Fixed gases (i.e., methane, carbon dioxide, oxygen, and nitrogen)
- TGNMO
- Core Group TAC

If one or more probes contain TOC at a concentration greater than 5% by volume as methane, then collect Tedlar bag samples from each of the probes having a TOC concentration greater than 5% by volume as methane, up to a maximum of five probe samples collected. If more than five probes contain TOC at a concentration greater than 5% by volume as methane, then collect Tedlar bag samples from the five probes having the highest TOC concentration. Collected samples shall be delivered to an approved analytical laboratory and analyzed within 72 hours of sampling for the following compounds:

- Fixed gases (i.e., methane, carbon dioxide, oxygen, and nitrogen)
- TGNMO
- Core Group TAC (listed in Table 1)

In addition, each monitored probe containing greater than 2% methane shall require ISM monitoring on the area between the probe and refuse footprint. This task shall be performed at the same interval as probe monitoring.

**A.2.6 Blower Station Component Leak Test**  
**(San Joaquin and Lane Road Only, Prima is not included)**

Component leak test including field procedures and equipment shall be conducted in accordance with the approved *Compliance Plan* for each landfill.

Each flanges and connections within each blower station shall be monitored using a portable flame ionization detector (FID), which meets *Guideline* specifications. The entire surface of the disposal area of each landfill has been divided into monitoring grids. Any component under positive pressure that exceeds 500 ppm TOC measured as

methane shall be recorded. The recorded exceedance on the component leak test shall be notified to Site Engineer within 24 hours of identification to initiate remediation.

### **A.3 MAINTENANCE**

Regular maintenance of all LFGES equipment at Lane Road and San Joaquin Landfills is an integral part of this routine OM&M program. Contractor shall understand and implement all equipment manufacturers recommended regular periodic maintenance tasks. *Operation and maintenance of Prima's LFGES is governed under a separate Agreement.*

The OC Waste & Recycling reserves the right to add or delete tasks to the maintenance schedules as equipment is added or deleted, or at OC Waste & Recycling's discretion.

- Each contract year, Contractor shall provide OC Waste & Recycling with a list of required and needed spare parts for each of the sites.
- Contractor shall service compressor located at the relevant Landfills per the manufacturer's recommendations (Oil changes, filter replacements and any other service required).
- If, in the course of performing routine OM&M activities, Contractor finds equipment or portions of the LFGES in need of repairs that fall outside the scope of the routine OM&M portion of the contract, Contractor shall prepare non-routine work orders describing the necessary repairs and the estimated cost to perform them. The cost to complete the work shall be paid under the non-routine OM&M portion of the Contract.

### **A.4 REPORTING**

Once each month, a report shall be submitted to OC Waste and Recycling containing the data collected and a summary of all activities performed (including non-routine activities) on the project during the one month reporting period. Field monitoring data, well adjustments performed, and the updated LFGES Flare/Blower Station Maintenance schedule spreadsheet shall be included with the monthly reports along with the Prima, Lane Road and San Joaquin condensate system monitoring data addressing the previous month's condensate activities and shall include the following topics:

- General overall condensate management system status;
- Any problems or potential problems found;
- Remedial action performed to mitigate problem; and
- If problem was fixed, description of how it was fixed.

Recommendations regarding additional maintenance, repairs and/or system modifications shall be provided for OC Waste & Recycling's evaluation. The report shall also include a performance evaluation of the LFGES.

Two hard copies shall be submitted to the OC Waste & Recycling by the 30<sup>th</sup> of the following month. The County reserves the right to change the report format and deliverables. No additional cost shall be billed to the County for any format changes.

#### **A.5 MEETING**

Once per month, Contractor's key staff members shall formally meet with County's personnel at the County's offices to discuss the Contract's status. Good communication between Contractor, the regulators, and OC Waste & Recycling staff is critical to the success of this Contract.

### **B. NON-ROUTINE OPERATIONS, MAINTENANCE, AND MONITORING SCOPE OF WORK**

#### **B.1 Operations, Maintenance, and Monitoring at Prima Deshecha Landfill**

OC Waste & Recycling reserves the right to order in whole, in accordance with the Bid Schedule, or in part, in accordance with Section B.4 Task Orders, any of the work described in Section B.1 OM&M.

##### **B.1.1 Weekly OM&M**

When directed and upon receipt of prior written authorization of the OC Waste & Recycling Project Manager (or designee), the Prima LFGES flare/blower station shall be monitored on a once per week basis. The data obtained shall be evaluated, and any modifications, adjustments, or recommendations shall be reported to the OC Waste & Recycling Project Manager or designee by the end of the site visit, or immediately, should it be warranted. Monitoring data for the following must be recorded on a weekly basis and reported to the OC Waste & Recycling Project Manager (PM) or designee prior to departing the site:

- Date, time and signature of monitoring technician;
- Monitoring instrument ID and daily calibration log for the instrument;
- LFGES Operating hours/day (i.e. 24hr/day, 7am-1pm, etc.);
- Meteorological conditions (e.g., barometric pressure, ambient temperature, etc.);
- LFGES flare station inlet header static pressure;
- Knockout Vessel inlet and outlet static pressures and calculated pressure drop across the demister pad;
- Operating Air compressor(s), Blower(s) and Flare(s) ID;
- Extraction blower(s) operating (inlet and outlet) temperatures and static pressures;
- Pressure drop across the operating extraction blower(s);
- Operating flare(s) inlet LFG concentrations of methane, oxygen, carbon dioxide, hydrogen sulfide and carbon monoxide; LFG temperature, pilot tube measurement, static pressure, and inside diameter of pipe where these measurements were taken (for back-up flow rate calculations);
- Flame arrestor inlet and outlet static pressures and calculated pressure drop across the flame arrestors of the operating flare(s);
- Compliance thermocouple selected location (i.e. top, middle, bottom, etc.);



- Operating flare(s) operating temperature and operating temperature set points;
- Operating flare(s) high and low temperature shutdown set points;
- Operating Flare(s) LFG flow rate (utilizing the permanently installed flow meter);
- Condensate injection flow rate (where applicable); and
- Approximate amount of condensate in the flare station condensate holding tank(s).
- Perform field measurements of wells as directed by PM or designee.
- Perform field measurements of perimeter probes as directed by PM.

This data shall be recorded on a monitoring form tailored specifically for the site (Required format will be provided by the County).

### **B.1.2 Monthly OM&M**

When directed and upon receipt of prior written authorization of the OC Waste & Recycling Project Manager (or designee), LFG extraction wells and the collection piping shall be monitored once per month at the Prima Deshecha Landfill. The following data shall be collected and recorded:

- All headers shall be inspected for proper grading and alignment. Headers shall be re-graded to acceptable gradient.
- LFG temperature;
- Wellhead static pressure;
- Header static pressure;
- Methane gas concentration;
- Oxygen gas concentration;
- Carbon dioxide gas concentration;
- LFG flow rate for each well.
- Sample ports located at strategic points in the gas conveyance header system shall be tested for the same parameters listed above; and
- All data must be transferred to and stored in a computer data base, and analyzed for long term trends including but not limited to pressure drops indicating blockage, subsurface combustion, reduced flow rates indicating possible decrease in LFG generation, etc.).

## **B.2 NON-ROUTINE SCHEDULED MAINTENANCE**

Non-routine scheduled maintenance consists of corrective repairs or maintenance work identified during the routine OM&M inspections and site visits. The work shall consist of, but is not limited to, items such as repair of broken valves, replacement of torn flex hoses, and repair of damaged conveyance piping and relocation of header due to landfilling operations. This work is essential for proper system operation; however, it is considered the type of work that can be scheduled to allow for procurement of materials, equipment, and scheduling of personnel. Non-routine scheduled maintenance shall be performed only after receipt of, or with the prior written authorization from the OC Waste & Recycling Project Manager (or his designee). The following list presents activities expected to be non-routine occurrences:

- Thermocouple replacement;
- Blower belt replacement;

- UV scanner replacement;
- Flare refractory repair or replacement;
- Flare Coating repair;
- Flare burner repair or replacement;
- Air Compressor equipment repairs;
- Well head replacement;
- Well valve replacement;
- Well extension, abandonment and capping;
- Installation of temporary condensate tanks;
- Replacement of Flex Hose(s);
- Well service removal and re-installation;
- Header removal and re-installation;
- Knockout vessel demister pad cleaning; and
- Equipment removal, installation and replacement.
- Schematic sketches for cost estimating

### **B.3 NON-ROUTINE UNSCHEDULED EMERGENCY SERVICES**

Non-routine unscheduled emergency services include events which may require immediate response. This type of event shall include, but not be limited to the following:

- Call out by the automatic dialing system;
- Repair of landfill gas and condensate system piping breaks or separations causing the emergency shutdown of the LFGES;
- Repair or replacement of extraction wells;
- Repair or replacement of probes;
- Odor complaints;
- Flare station shut-down events;
- Surging vacuum;
- Condensate sump repair; and
- Any response required for compliance issues.

The nature of these urgent items is such that a response cannot be scheduled ahead of time. Contractor shall respond to these conditions, on an as-needed basis, 24 hours per day, 7 days per week. OC Waste & Recycling does not require Contractor to respond to auto dialer call-outs in the non-daylight hours due to the unsafe nature of the landfills. However, Contractor shall respond first thing the following morning. LFG professionals shall be intimately involved in mitigating system malfunctions and directing emergency call-out situations. Emergency events shall be coordinated through the OC Waste & Recycling PM (or his designee) in an effort to expedite necessary corrective measures. Work orders shall be generated and presented to the County itemizing the personnel and length of time necessary to complete each task. Non-routine unscheduled emergency service shall be performed only after receipt of written or verbal authorization from the OC Waste & Recycling PM (or his designee)

## **B.4 TASK ORDERS**

As-needed, non-routine service calls may be placed against this Contract by the OC Waste & Recycling PM. Each activity under this Contract shall be covered by a Task Order. It is expressly understood that the tasks (service calls) to which the Contractor is asked to respond to, shall be on an “as-needed” basis, and authorized by the OC Waste & Recycling PM. As each task is identified, the Contractor shall prepare a “Task Order” which details the scope of work to be accomplished, list of deliverables, schedule for completion, and a not-to-exceed cost for its completion. Each task order shall be reviewed and approved by the OC Waste & Recycling PM prior to commencement of the proposed work. These services may be paid on a time and materials basis or lump sum basis as mutually agreed by OC Waste & Recycling PM and Contractor. OC Waste & Recycling PM’s written authorization shall be submitted with the invoice in order for payment to be made.

### **B.4.1 Time & Materials Basis**

For payment on a Time & Materials basis Task Order all costs on each invoice shall be separate and itemized with reference to the scope of services and the task order number, as provided in the contract and the Task Order authorization. Invoice documentation shall be attached to the invoice and be sufficient to substantiate the actual cost of all billed items. The submitted billed items shall be in conformance with the requirements in the Contract and all County policies.

### **B.4.2 Lump Sum Basis**

Lump Sum basis Task Orders shall have written approval by the OC Waste & Recycling PM prior to the Contractor proceeding with the services. Prior to the services commencing the Contractor shall provide the OC Waste & Recycling PM with a detailed breakdown of the labor and materials costs that determined their lump sum quote. The breakdown shall be in accordance with the Contract rate sheets. Costs not contained in the Contract rate sheets shall be reviewed by the OC Waste & Recycling PM for reasonableness as part of the written approval process. All Lump Sum quotes for task orders shall be executed and processed as described herein.

In the event of unforeseen circumstances occurring necessitating a modification to the authorized Lump Sum Task Order, a separate Task Order authorization shall be requested by the Contractor to reflect the change of scope of services.

Upon completion of the Task Order, the Contractor shall submit to the OC Waste & Recycling PM a billing invoice for services rendered. The OC Waste & Recycling PM shall review and approve the invoice for payment by OC Waste & Recycling Accounting.

The Contractor shall at all time during the term of the Task Order keep full and complete records and documentation in support of the services performed. The County shall have the right to request and examine any project records for the purpose of determining its accuracy in accordance with the terms and conditions of the Contract.

Contractor shall start work within ten calendar days of authorization.

**TIME IS OF THE ESSENCE TO THIS CONTRACT. THE CONTRACTOR SHALL COMPLETE THE TASK ORDER NO LATER THAN THE TIME SPECIFIED IN EACH TASK ORDER FOLLOWING THE ISSUANCE OF THE NOTICE TO PROCEED (NTP).**

**C. COORDINATION WITH LANDFILL OPERATORS' FIELD STAFF**

Contractor shall coordinate with landfill operator's field staff since the Prima Deshecha Landfill will continue to receive refuse. Contractor shall conduct its operations under its Contract with the County so as to minimize the impact of its contractual performance on landfill operations. Lastly, Contractor, as provided in Article IV, shall cooperate with all other contractors performing activities at the landfill sites.

**D. SITE SPECIFIC HEALTH AND SAFETY PLAN**

Contractor shall provide a site-specific health and safety plan for each of the landfill sites. The health and safety plans shall be submitted to the County within 45 days of the Contract award date, and shall address issues and concerns facing personnel performing routine OM&M, non-routine OM&M, Rule 1150.1 monitoring, and Rule 431.1 monitoring activities. At a minimum the following subjects must be covered:

- Injury and illness prevention
- Respiratory protection program
- OSHA and SCAQMD excavation standards
- Identification of health and safety hazards
- Drilling operations
- Hot work and welding
- Handling LFG and LFG condensate
- Confined space entry

**E. PROJECT ADMINISTRATION**

Contractor shall provide the OC Waste & Recycling PM or his designee a cell phone contact number or equivalent for field communications with Contractors 24 hours per day. Contractor shall have a Project Manager to conduct all administrative services required under the scope of work and to be accessible to the county personnel. This person shall be paid under the routine scope of work but shall be responsible for the coordination of the entire project scope of work (preparation of non-routine work orders, site visits, coordination of field personnel and subcontractors, etc.), and the project administration task shall include overall project administration services such as project scheduling, tracking, budgeting, invoicing, and meetings.

Monthly invoices shall be prepared and submitted to the County by the 20<sup>th</sup> day of the each month. The County shall provide Contractor with the required format for invoicing.

- Work performed under the Routine OM&M portion of this contract for the Prima Deshecha, Lane Road, and San Joaquin Landfill. Contractor shall submit the invoice for the completed work performed during that month.

- Work performed under the Non-Routine OM&M portion of this Contract for the Prima Deshecha, Lane Road, and San Joaquin Landfills shall be considered "fixed fee" and a breakdown of costs shall be presented prior to approval of work orders by the OC Waste & Recycling PM. The invoice shall include an itemized breakdown of all approved work order tasks performed.

This breakdown shall include:

- work order number;
- Percent (%) completion of each work order;
- amount previously invoiced for the work order;
- the amount invoiced to date for each work order; and remaining funds available on each work order.

### **CONTRACTOR REQUIREMENT**

1. Contractor shall furnish all management, labor, supplies, materials, tools, equipment, utilities, sanitary units, permits, working drawings, and transportation required to perform the work as described in this scope of work, including the provision of LFG collection systems and the monitoring and sampling as specified in the latest AQMD Rule 1150.1 Compliance Plan.

All of said work to be performed and materials to be furnished shall be in strict accordance with typical drawing and specifications (Figures 2A thru 2C), Monitoring Grid for Rule 1150.1 Compliance Plans (Figures 2D-2E) or as specified by OC Waste & Recycling PM. Contractor shall visit the site, verify measurements, become acquainted with all existing conditions, in order to ascertain the best means of executing the work. Contractor shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to OC Waste & Recycling PM any error, inconsistency, or omission that Contractor may discover.

2. Contractor and Contractor's Project Manager must have at least five (5) years of experience in AQMD Rule 1150.1 monitoring and sampling and shall have a minimum of five (5) years' experience in the installation of LFG collection systems.

The Contractor shall appoint a Project Manager to direct the efforts in fulfilling the Contractor's obligations under this contract. This Project Manager shall be subject to the approval of the County and shall not be changed without the written consent of the OC Waste & Recycling PM.

The OC Waste & Recycling PM shall have the right to require the removal and replacement of the Contractor's Project Manager. The OC Waste & Recycling PM shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within seven (7) calendar days after written notice by the OC Waste & Recycling PM. The OC Waste & Recycling PM shall review and approve the appointment of the replacement Contractor's Project Manager. Said approval shall not be unreasonably withheld.

The OC Waste & Recycling PM will act as liaison between the County and the Contractor during the term of this Contract; said OC Waste & Recycling PM shall coordinate the activities of the County's administration of this Contract with the Contractor. Any unsatisfactory service shall be reported by the OC Waste & Recycling PM to Buyer, OC Waste & Recycling/Purchasing.

The Contractor's Project Manager shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project completion times. The Project Manager's tasks shall include overall project administration services such as project scheduling, tracking, budgeting, invoicing, and meetings.

The Contractor reserves the right to, from time to time, employ, retain, or engage services of others, as the Contractor deems necessary, in order to properly perform the duties and obligations required of the Contractor under this Contract at the Contractor's cost. The County maintains the right to approve the replacement of an individual.

All communications to be provided by the Contractor to the County and all requests from the County to the Contractor pursuant to the terms and conditions of this Contract shall be communicated in writing by and between the Contractor's authorized Project Manager and the OC Waste & Recycling PM, unless otherwise specified herein.

3. Contractor and its employees (including Subcontractors) shall check in and check out with the site operations receptionist. Contractor and its employees (including Subcontractors) shall possess proper identification at all times. Contractor shall meet with the OC Waste & Recycling PM or his designee before proceeding.

Contractor shall bring to the attention of OC Waste & Recycling PM or its designee any potential problems discovered during course of work and offer suggestions or solutions before checking out.

4. Contractor shall take all reasonable precautions, as directed by the County, or in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect County property. Damages to County property caused by Contractor's negligence shall be repaired at no cost (both labor and material) to the County.
5. Contractor shall deliver the project complete in all parts and shall be solely responsible for completion of all work in a manner satisfactory to the County. Should any damage occur to adjoining property or landscaping, Contractor shall repair it carefully to its original condition to the satisfaction of adjoining property owner or administrator.
6. Contractor shall keep the work areas clean and free from any debris at the completion of each work. All debris shall be disposed of at the Prima Landfill by the Contractor in accordance with all applicable codes, ordinances, and laws pertaining to the disposal of the material.
7. Meetings held between OC Waste & Recycling staff and Contractor's staff to discuss Contractor's non-performance or lack thereof shall not be billable to the County.

Meetings requested by the County for project-related matters may be billed to the County on a time and materials basis.

The County shall not be responsible for Contractor's drinking water, telephone, fax, and toilet needs while its workers are on site premises.

8. Contractor shall have Class A License. Contractor shall, at all times during the term of this Contract, maintain in full force and effect such licenses as may be required by the State of California or any other governmental entity for Contractor to perform the duties specified herein and provide the services required pursuant to this Contract.
9. Contractor shall maintain on the site, during project work, a competent English-speaking superintendent and any necessary assistants, all satisfactory to OC Waste & Recycling PM. The proposed superintendent shall have a minimum of five (5) years' experience in the monitoring and maintenance of landfill gas collection systems and must have at least five years of experience in AQMD Rule 1150.1 monitoring and sampling. The superintendent shall not be changed except with the consent of OC Waste & Recycling PM, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in Contractor's employ, in which case the superintendent shall be replaced within 24 hours by a superintendent with equal qualifications and acceptable to OC Waste & Recycling PM.

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

10. Proposed personnel to be assigned to perform the services in accordance with this Contract must have at least five years of experience. Contractor shall provide complete resumes of each person to be assigned to the project and designated role of each person. Experience using gas monitoring equipment and the type of equipment shall also be included. **Contractor and personnel assigned to the job site must have the "40-hour training" as required by OSHA 29 CFR 1910.120 and must be well equipped and trained to face a hazardous situation.**
11. Contractor shall facilitate operation and maintenance of the LFG control and monitoring system within regulatory guidelines, while maintaining the composition of the LFG at a level which supports continuous operation of the system, where present, and meets the County requirements. The Contractor must also minimize the possibility of subsurface fires at the sites while achieving continued compliance with the SCAQMD Rule 1150.1, Articles 5 and 6 of Subchapter 4 of Chapter 3 of 27CCR, subpart WWW of 40 CFR 60, and site operating permits.
12. Contractor must have the ability to respond to any emergency situation within the response requirements for the emergency visits portion of the scope of work.
13. **Coordination with landfill operators' field staff.** Coordination with landfill operator's field staff is required since the Prima Deshecha Landfill will continue to receive refuse. Contractor shall conduct its operations under its contract with the County so as to minimize the impact of its contractual performance on landfill

operations. Lastly, Contractor, as provided in Article IV, shall cooperate with all other contractors performing activities at the landfill sites.

14. **Site specific health and safety plan.** Contractor shall provide a site-specific health and safety plan for each of the landfill sites. The health and safety plans shall be submitted to the County within 45 days of the contract award date, and shall address issues and concerns facing personnel performing routine OM&M, non-routine OM&M, Rule 1150.1 monitoring, and Rule 431.1 monitoring activities. At a minimum the following subjects must be covered:
  - Injury and illness prevention
  - Respiratory protection program
  - OSHA and SCAQMD excavation standards
  - Identification of health and safety hazards
  - Drilling operations
  - Hot work and welding
  - Handling LFG and LFG condensate
  - Confined space entry
  
15. **Project administration.** Contractor shall provide OC Waste & Recycling's Project Manager or his designee a cell phone contact number or equivalent for field communications with consultant 24 hours per day. Contractor shall have a full time Project Manager to conduct all administrative services required under the scope of work and to be accessible to the County personnel. This person shall be paid under the routine scope of work but shall be responsible for the coordination of the entire project scope of work (preparation of non-routine work orders, site visits, coordination of field personnel and subcontractors, etc.), and the project administration task shall include overall project administration services such as project scheduling, tracking, budgeting, invoicing, and meetings.
  - Monthly invoices shall be prepared and submitted to the County by the 20th day of the each month. The County shall provide Contractor with the required format for invoicing.
  - Work performed under the Routine OM&M portion of this contract for the Prima Deshecha, Lane Road, and San Joaquin Landfill. Contractor shall submit the invoice for the routine scope of work with the corresponding monthly OM&M report.
  - Work performed under the Non-Routine OM&M portion of this contract for the Prima Deshecha, Lane Road, and San Joaquin Landfills is considered "fixed fee" and a breakdown of costs shall be presented prior to approval of work orders by the County Project Manager. The invoice shall include an itemized breakdown of all approved work order tasks performed.



**This breakdown shall include:**

- work order number;
- Percent (%) completion of each work order;
- amount previously invoiced for the work order;
- the amount invoiced to date for each work order; and remaining funds available on each work order.

**GENERAL CONDITIONS**

**A. Site Conditions**

1. Existing Site Conditions: Information regarding 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 County does not warrant either the completeness or accuracy of such information, and it is the responsibility of Contractor to verify all such information.
  
2. Changed Conditions: Contractor shall promptly, and before such conditions are disturbed, notify OC Waste & Recycling PM in writing of:
  - (a) Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or
  - (b) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
  - (c) In the event that a dispute arises between County and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or the time required for performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights provided either by the Contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

OC Waste & Recycling shall promptly investigate the conditions, and if County, as a result, finds that such conditions do so materially differ and cause an increase or decrease in Contractor's cost of, or the time required for, performance of this Contract, County may choose to (a) terminate the Contract for the convenience of County in accordance with Paragraph 24 (Termination ~ Convenience of the County); or (b) issue a written change to the Contract in accordance with Paragraph 9 (Modifications – Changes/Extra Work). Any claim of Contractor for adjustment hereunder shall not be allowed unless Contractor has given notice as above required.

3. Public Utility Facilities on Project Site: Pursuant to Government Code Section 4215, Contractor shall be compensated for the costs of locating and repairing

damage not due to failure of Contractor to exercise reasonable care, and removing or relocating main or trunk line utility facilities located on the Contract construction site and not identified in the plans or specifications with reasonable accuracy. Such compensation shall also cover the cost of Contractor's equipment necessarily idled during such work. This provision shall not be deemed to require compensation when the presence of existing service laterals or appurtenances can be inferred from the presence of visible facilities such as buildings, meters, and junction boxes on or adjacent to the construction site. If Contractor discovers such unidentified utility facilities during construction, Contractor shall immediately notify OC Waste & Recycling PM and the utility in writing.

4. Space at Site: Contractor shall be allowed reasonable space at the site of the work as available and access thereto and shall confine Contractor's operations to the space assigned. The work shall be performed without interference with the ordinary use of landfill operations and maintenance. Contractor shall cooperate with other Contractors of County and shall not commit or permit any act that will interfere with the performance of work by any other Contractor or employees of County whether at the site or not.
  
5. Site Investigation and Representation: Contractor acknowledges satisfaction as to the nature and location of the work; the general and local conditions, particularly those bearing upon availability of transportation, access to the site; disposal, handling and storage of materials, availability of labor, water, electric power, telephone, roads, and uncertainties of weather, or physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and all matters that can in any way affect the work or the cost thereof under this Contract.

Contractor further acknowledges satisfaction as to character, quality, and quantity of surface and subsurface materials to be encountered from Contractor's inspection of the site and from reviewing any available records of exploratory work furnished by County or included in these Contract Documents. Failure by Contractor to become acquainted with the physical conditions of the site and all the available information shall not relieve Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the work.

Contractor warrants that as a result of examination and investigation of all the aforesaid data, Contractor can perform the work in a good and workmanlike manner and to the satisfaction of County. County assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by County.

6. Information on Site Conditions:

- (a) General: Any information obtained by the OC Waste & Recycling PM regarding site conditions, subsurface information, groundwater elevations, existing construction of site facilities as applicable, and similar data shall be available for inspection at the office of the OC Waste & Recycling PM upon request. Such information is offered as supplementary information only and not part of the Contract Documents.
- (b) Topographic Maps: Topographic maps were used in the project design. Contractors may inspect such maps upon request to the OC Waste & Recycling PM, or may obtain copies upon payment of the cost to reproduce the copies.

7. Subsurface Investigation: When test holes, if any, have been excavated to indicate subsurface materials at particular locations, neither County nor the OC Waste & Recycling PM, assume any responsibility whatever in respect to the sufficiency or accuracy of borings made, or of the log of test borings, or of other investigations, or of the interpretations made thereof, and there is no warranty or guarantee, either expressed or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur. A log of test borings, if any, showing a record of the data obtained on subsurface conditions may be examined upon request to the OC Waste & Recycling PM. Contractor may make arrangements with County for permission to conduct such additional subsurface investigation as may be necessary to verify existing conditions. Contractor shall examine the site and may make arrangements with County to conduct Contractor's own subsurface investigation.

8. Conditions Affecting Work

Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work and the general and local conditions that can affect the work or the cost thereof. Any failure by Contractor to do so shall not relieve Contractor from responsibility for successfully performing the work without additional expense to County. County assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract.

**B. Beneficial Occupancy**

- 1. County may, at any time, and from time to time, during the performance of the work, enter the work area for the purpose of performing any necessary work by County labor or other contracts, and for any other purpose in connection with the expansion of facilities. In doing so, County shall endeavor not to

interfere with Contractor, and Contractor shall not interfere with other work being done by or on behalf of County.

2. County reserves the right to take possession of and utilize all or part of any work area, facilities, or appurtenances thereto prior to completion and final acceptance of all the work. If County elects to exercise this right, Contractor shall be relieved of liability for loss or damage to completed portions of the work area, facilities, or appurtenances thereto other than that loss or damage caused by Contractor's operations or negligence. Such taking of possession by County shall not relieve Contractor from any other provisions of this Contract and shall not constitute a final acceptance of any such work.

**C. Procedures**

Before starting work, Contractor shall examine all adjoining work and report to the OC Waste & Recycling PM any such work not correctly located or constructed, and shall not proceed with Contractor's work until notified to proceed by County. Contractor's commencement of the work of Contractor's trade shall be interpreted as Contractor's acceptance of work over which or on which Contractor's work must be placed or installed.

**D. Tests**

Where herein specified or when, in the opinion of the OC Waste & Recycling PM or County, tests of any work or materials, including soils tests, are required, such tests shall be made by a licensed testing agency or laboratory approved by County at Contractor's expense. In addition, should such tests indicate noncompliance with the specifications, all retesting to prove subsequent compliance shall be paid for by Contractor. Contractor shall coordinate testing and make arrangements for the testing and inform the OC Waste & Recycling PM with written notice at least 24 hours in advance of any needed testing.

**E. Coordination**

1. Location of pipes, County equipment, and other project work components, unless fixed by dimension or module, are intended to be approximate to the extent that they may be reasonably changed as required, or as directed by County, to suit job conditions. Contractor shall be responsible for the coordination of all trades so that all components are properly integrated into the project work. All significant conflicts in location shall be brought promptly to the attention of County.
2. Contractor shall cooperate in the coordination of its separate activities in a manner that shall provide the least interference with the County's current landfill operation and the activities of other Contractors working in the area.

**F. Storage and Working Space**

The working area, as designated by County, may be utilized by Contractor for material storage and working space. Any additional space shall be obtained by Contractor at Contractor's own expense. There are several locations within the landfill for Contractor to store Contractor's equipment. These locations shall be designated by the OC Waste & Recycling PM.

**G. Storage and Protection of Products**

Contractor shall:

1. Store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible, and store sensitive Products in weather-tight, climate-controlled enclosures.
2. For exterior storage of fabricated Products, place on sloped supports above ground.
3. Cover Products subject to deterioration with impervious sheet covering with ventilation to avoid condensation.
4. Provide equipment and personnel to store Products by methods to prevent disfigurement or damage.
5. Arrange storage of Products to permit access for inspections. Periodically inspect to assure Products are undamaged and are maintained under specified conditions.

**H. Inspection Requirements**

1. Inspection Requirements: Materials to be used in the work shall be subject to inspection and tests by County or its designated representative. Contractor shall furnish without charge such samples as may be required. Contractor shall furnish the County and the Engineer a list of Contractor's sources of materials and the locations at which such materials shall be available for inspection.

The list shall be furnished to County and the Engineer in sufficient time to permit inspecting and testing of materials to be furnished from such listed sources in advance of their delivery to the appropriate landfill site and their use. Engineer may inspect, sample, or test materials at the source of supply or other locations, but such inspection, sampling, or testing shall not be undertaken until County is assured by Contractor of the cooperation and assistance of both Contractor and the supplier of the material.

Contractor shall ensure that County or the Engineer has free access at all times to the material to be inspected, sampled, or tested. It is understood that such inspections and tests, if made at any point other than the point of incorporation in the work, in no way shall be considered as a guarantee of acceptance of such material, nor of continued

acceptance of material presumed to be similar to that upon which inspections and tests have been made, and that inspection and testing performed by County shall not relieve Contractor or Contractor's suppliers of responsibility for quality control. Contractor shall provide safety measures as necessary to protect the County or Engineer personnel making field tests from project work activities.

Manufacturers' warranties, guarantees, instruction sheets, and parts lists, which are furnished with certain articles of materials incorporated in the work, shall be delivered to the OC Waste & Recycling PM before acceptance of the contracts. Reports and records of inspections made and tests performed, when available at the site of the work, may be examined by Contractor.

2. Plant Inspection: County or its designated representative may inspect the production of material, or the manufacture of products at the source of supply. Plant inspection, however, shall not be undertaken until County is assured of the cooperation and assistance of both Contractor and the material producer. County or its authorized representative shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. County assumes no obligation to inspect materials at the source of supply.
3. Certificate of Compliance: A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the Special Provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, County may permit the use of certain materials or assemblies prior to sampling and testing accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work, and the lot so certified shall be clearly identified in the certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications, and any such material not conforming to such requirements shall be subject to rejection whether or not in place.

County reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by County.

**I. Substitution**

Where the specifications or drawings specify any material, product, thing, or service by one or more brand names, whether or not "or equal" is added, and a Contractor wishes to propose the use of another item as being equal, Contractor shall request approval therefore as set forth in the specifications.

**J. Trenching/Excavation**

To comply with Labor Code 6705, for the excavation of any trench or trenches five feet or more in depth, the following clause shall be carried out: submission by the Contractor and acceptance by the awarding body or by a registered civil or structural engineer, employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the project work Safety Orders.

Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees.

To comply with regulatory agency requirements, for trenches or other excavations that extend deeper than four feet below the surface, the following clauses shall be carried out:

- (1) The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
  - (a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - (b) Subsurface or latent physical conditions at the site differing from those indicated.
  - (c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (2) The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve 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 shall issue a modification under the procedures described in the contract. That, in the event that a dispute arises

between the public entity and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

**K. Traffic Control**

Traffic at the site by Contractor and County shall be coordinated with County. If necessary, within 10 days after the task authorization is issued, Contractor shall submit a Traffic Control Plan for review and acceptance by County. Vehicles used at the job site shall not exceed 15 mph, and reckless driving shall not be tolerated. Violations of this clause may result in the suspension or dismissal of the operator of the vehicle. All motor-driven equipment using fuel shall have spark arresters.

The Site Operations and Traffic Control Plan shall address, at a minimum, the following:

- Protection of existing improvements.
- Access to work areas.
- Timing of project work activities in the existing access road.



## EXHIBIT B

### COST/COMPENSATION FOR CONTRACTOR SERVICES

**Compensation:** The Contractor shall perform the tasks as set forth in Exhibit A, Scope of Work, in a cost effective manner. Compensation shall be in accordance with the approved Rate Sheet Parts I, II, and III provided in Exhibit B. The Task Order services may be paid by time and material (T&M) basis or Lump Sum basis. The amount of this contract shall not exceed \$4,200,000 for the initial three-year period.

**Labor Requirements:** The hourly and/or per call rate(s) quoted in Contract Rate Sheets, shall include direct and indirect labor charges, truck, all necessary equipment, tools, overhead, travel, other expenses, and all profit applicable to services identified by Contractor. Overtime shall not be paid on non-emergency response requests, unless specifically authorized by the Site Project Manager at the time the request for service is initiated.

Straight time is eight hours a day. The start time and the lunchtime are flexible depending upon the nature of the work. Overtime is any time after the straight time hours on weekdays, all day Saturday and Sunday, and shall only be paid for emergency or time and materials work. The Contractor must obtain prior written approval from OC Waste & Recycling before working overtime except on emergency calls. Holiday time may be charged on the County of Orange declared holidays only.

**Subcontractor Costs:** Labor and equipment shall be at the actual cost. No markup for Subcontractor labor and equipment shall be allowed in this contract.

When pre-approved by the OC Waste & Recycling PM or designee, the use of Subcontractors for specialized services shall be reimbursed as follows: Actual Cost Plus 10% for subcontractor labor and equipment.

**Material Costs:** When approved by the OC Waste & Recycling Project Manager or designee, all parts and materials purchased by the Contractor or by its Subcontractor, shall be reimbursed at actual cost plus the percentage quoted below. All parts shall be F.O.B Destination. All applicable taxes on materials shall be applied after the mark-up has been added; no additional cost or mark-up shall be applied to the sales tax amount. The Contractor is to provide with every invoice, a copy of the supplier's invoice for any part costing \$100.00 or more. All replacement parts shall be new, except when rebuilt or remanufactured parts are most cost effective and pre-authorized by the OC Waste & Recycling Project Manager.

Actual Cost Plus 10%, Contractor shall not be reimbursed for any administrative charges. The 10% markup may be applied only to the actual cost of the parts or materials, excluding tax and freight.

**Warranty:** Contractor shall warrant all labor and materials used in the work for a period of one (1) year (or in accordance with Contractor's or Manufacturer's Warranty, if longer) after completion of repairs.

**Invoicing Instructions:** Payments made by the County Of Orange shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Agreement, and shall not be construed as acceptance of any part of the services.

The responsibility for providing an acceptable invoice rests with the Contractor. This invoice must first be verified and approved by Site Construction Administrator, OC Waste & Recycling Project Manager and is subject to routine processing requirements of the County. The Contractor's invoice shall be paid after said verifications and approvals.

All invoices shall clearly reference:

- the Master Agreement (MA) Number and
- the Contractor's County of Orange Vendor Code

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

**Routine Services– Lump Sum  
(Includes all services identified on Rate Sheet, Part I)**

- Date of Service
- South Region Routine Monthly Operation, Maintenance, & Monitoring Fee, as defined on Rate Sheet Part I
- Total Invoice Amount

**Non-Routine OM&M Services– Lump Sum  
(Services identified in Section B OM&M, Rate Sheet, Part II, or itemized Task Order authorized by the OC Waste & Recycling Project Manager)**

- Date of Service
- South Region Non-Routine Monthly Operation, Maintenance, & Monitoring Fee, as defined on Rate Sheet Part II and prorated portions thereof
- Total Invoice Amount

**Non-Routine Scheduled Maintenance – Time and Materials  
(Refer to Rate Sheet Part II and Rate Sheet Part III)**

- Item Number (if available)
- Description of Services
- Date of Service
- Cost per Hour (for labor)
- Material Costs (including any back-up documentation, as required)
- Subcontractor Costs (if applicable)
- Equipment Costs (if applicable)
- Mobilization/Demobilization (if applicable)
- Total Invoice Amount

**Non-Routine Scheduled Maintenance – Lump Sum**

- Description of Services
- Date of Service

- Copy of Pre-approved, lump sum quote (signed by OC Waste & Recycling Project Manager)
- Total Invoice Amount

**Non-Routine Unscheduled Emergency Services – Time and Materials  
(Refer to Rate Sheet Part II and Rate Sheet Part III)**

- Item Number (if available)
- Description of Services
- Date of Service
- Cost per Hour (for labor)
- Material Costs (including any back-up documentation, as required)
- Subcontractor Costs (if applicable)
- Equipment Costs (if applicable)
- Mobilization/Demobilization (if applicable)
- Total Invoice Amount

**Non-Routine Unscheduled Emergency Services – Lump Sum**

- Description of Services
- Date of Service
- Copy of Pre-approved, lump sum quote (signed by OC Waste & Recycling Project Manager)
- Total Invoice Amount

All emergency and non-emergency services shall have a backup sheet describing the name of the person; time spent, reason for the visit, the time of the day, and charges for each visit. Include any supporting documentation as required herein, such as OC Waste & Recycling Project Manager's authorization.

Please send invoices to:

LFG Services for South Region  
County Of Orange/OC Waste & Recycling  
Attn: Accounts Payable  
300 N. Flower St., Suite 400  
Santa Ana, CA 92703.

Invoicing and payment related questions shall be directed to OC Waste & Recycling Accounting/Accounts Payable.

**RATE SHEET - PART I**  
**ROUTINE MONTHLY OPERATION, MAINTENANCE, & MONITORING**  
**(Task A)**

Description	Unit	Cost per Unit	Estimated No. of Units per Year	Annual Cost
<b>TASK A.1 ROUTINE OM&amp;M</b>				
RESERVED -- Prima Deshecha (Task A.1.1)	Per Month	//	//	//
Lane Road (Task A.1.2) * See Note 1	Per Month	\$7,163	12	\$85,956
San Joaquin (Task A.1.2) * See Note 2	Per Month	\$6,376	12	\$76,512
<b>TASK A.2 SCAQMD RULE 1150.1 MONITORING AND REPORTING</b>				
<b>(A) Prima Deshecha</b>				
1. Instantaneous Surface Monitoring (Task A.2.1)	Per Grid	\$20	205 x 4	\$16,400
2. Integrated Surface Sampling and Analysis (Task A.2.2)	Per Grid	\$26	205 x 4	\$21,320
3. Ambient Air Sampling (Task A.2.3)	Per Unit	\$225	4 x 4	\$3,600
4. Raw Landfill Gas (LFG) Sampling (Task A.2.4)	Per Unit	\$50	1 x 4	\$200
5. Perimeter Probe Monitoring (Task A.2.5) (Each monitoring probe may have multiple monitoring ports)	Per Port	\$11	157 x 12	\$20,724
<b>(B) Lane Road</b>				
1. Instantaneous Surface Monitoring (Task A.2.1)	Per Grid	\$20	111 x 4	\$8,880
2. Integrated Surface Sampling and Analysis (Task A.2.2)	Per Grid	\$26	111 x 2	\$5,772
3. Raw Landfill Gas (LFG) Sampling (Task A.2.4)	Per Unit	\$50	1 x 2	\$100
4. Perimeter Probe Monitoring (Task A.2.5) (Each monitoring probe may have multiple monitoring ports)	Per Port	\$11	77 x 24	\$20,328
5. Blower Station Component Leak Test (Task A.2.6)	Per Quarter	\$150	1 x 4	\$600
<b>(C) San Joaquin</b>				
1. Instantaneous Surface Monitoring (Task A.2.1)	Per Grid	\$20	29 x 2	\$1,160
2. Integrated Surface Sampling and Analysis (Task A.2.2)	Per Grid	\$26	29 x 2	\$1,508
3. Raw Landfill Gas (LFG) Sampling (Task A.2.4)	Per Unit	\$50	1 x 2	\$100

4. Perimeter Probe Monitoring (Task A.2.5) (Each monitoring probe may have multiple monitoring ports)	Per Port	\$11	17 x 24	\$4,488
5. Blower Station Component Leak Test (Task A.2.6)	Per Quarter	\$150	1 x 4	\$600
<b>TASK A.3, A.4, A.5 MAINTENANCE, REPORTING, AND MEETING</b>				
1. Maintenance (Task A.3), Reporting (Task A.4), and Meeting (Task A.5)	Per Month	\$4,050	1 x 12	\$48,600
Note1: If any of the probes approaches methane levels of concern, TT-BAS shall make additional attempts to mitigate the levels of methane in that probe at no additional cost (up to the extent of 15 man hours per month of a field technician). Any additional work that may require monetary compensation shall require pre-approval from OC Waste & Recycling in writing prior to the start of any work.				
Note2: Condensate moisture separators shall be monitored on a weekly basis, and serviced as needed. Upon reaching certain levels, the condensate shall be pumped out and collected in the condensate take at no additional costs (up to the extent of 15 man hours per month of a field technician). Any additional work that may require monetary compensation shall require pre-approval from OC Waste & Recycling in writing prior to the start of any work.				

**RATE SHEET PART II – NON-ROUTINE SERVICES  
(Task B)**

Item	Description	Unit	Cost per Unit	Estimated No. of Units per Year	Annual Cost
<b>0</b>	<b>TASK B.1 NON-ROUTINE OM&amp;M</b> Prima Deshecha (Task B.1)	Per Month	\$9,276	12	\$111,312
Item	Description	Unit	Unit Cost		
1.	Mobilization/Demobilization includes general requirements such as (but not limited to) obtaining bonds, providing water, protection of items to remain, temporary erosion control ( <b>Vertical well</b> )	EA	\$7,500		
2.	Mobilization/Demobilization includes general requirements such as (but not limited to) obtaining bonds, providing water, protection of items to remain, temporary erosion control ( <b>Horizontal well</b> )	EA	\$6,000		
3.	Furnish and install Vertical LFG 24" borehole Collectors (0 to 50 feet) with wellhead	LF	\$85		
4.	Furnish and install Vertical LFG 24" borehole Collectors (50 to 150 feet)	LF	\$103		
5.	Furnish and install 8" HDPE perforated Horizontal LFG Collectors without wellhead (2' x 4' trench) ( <b>Based on 2500 foot increments</b> ) and with #2 gravel	LF	\$48		
6.	Mobilization/Demobilization includes general requirements such as (but not limited to) obtaining bonds, providing water, protection of items to remain, temporary erosion control ( <b>Vertical well, air rotary</b> )	EA	\$6,000		

7.	Mobilization/Demobilization includes general requirements such as (but not limited to) obtaining bonds, providing water, protection of items to remain, temporary erosion control ( <b>Horizontal well, ADS</b> )	EA	\$6,000
8.	Furnish and install Vertical LFG 10" ( <b>air rotary</b> ) borehole Collectors (0 to 50 feet) with wellhead	LF	\$125
9.	Furnish and install Vertical LFG 10" ( <b>air rotary</b> ) borehole Collectors (50 to 150 feet) with wellhead	LF	\$125
10.	Furnish and install 6" ADS perforated Horizontal LFG Collectors with wellhead (2' x 2' trench) ( <b>Based on 2500 foot increments</b> )	LF	\$40
11.	Install Horizontal LFG Collectors without wellhead (2' x 4' trench, with No. 2 gravel) (Based on 2500 foot increments), <b>County will provide the 8" solid &amp; perforated piping</b>	LF	\$40
12.	Instantaneous Surface Re-Monitoring	EA	\$26
13.	Furnish and Install a horizontal wellhead	EA	\$900
14.	Furnish and Install a vertical wellhead	EA	\$800

**RATE SHEET – PART II (Continued)**  
**MATERIALS AND INSTALLATION (Task B)**

Item	Description	Unit	Material Cost per Unit	Installation Cost Includes Labor and Equipment
<b>A. HORIZONTAL LFG COLLECTION SYSTEM</b>				
15	22" Solid HDPE SDR 17 Buried 4' max. to Top of pipe	LF	\$58.00	\$36.00
16	22" Solid HDPE SDR 17 Above ground	LF	\$58.00	\$28.00
17	22" Solid HDPE Tee	EA	\$972.00	\$1,678.00
18	22" Flange Set, HDPE adapters, seals, gaskets and bolt pack	Set	\$2,190.00	\$1,695.00
19	22" 45 Deg. Elbow HDPE	EA	\$440.00	\$839.00
20	22" 90 Deg. Elbow HDPE	EA	\$618.00	\$839.00
21	22" HDPE Blind Flange Set includes seals, gaskets and bolt pack	Set	\$1,780.00	\$700.00
22	20" Iso. Valve Epoxy Coated Cast Iron-Buried includes Viton Seal, gear box, seals, spacers	EA	\$6,000.00	\$1,580.00
23	20" Iso. Valve Epoxy Coated Cast Iron-Above ground includes Viton Seal, gear box, seals, spacers	EA	\$6,000.00	\$1,400.00
24	20"x22" Reducer HDPE	EA	\$975.00	\$1,100.00

25	18" x 22" Reducer HDPE	EA	\$1,625.00	\$700.00
26	18" Solid HDPE SDR 17 Buried 4' max. to Top of pipe	LF	\$39.00	\$28.00
27	18" Solid HDPE SDR 17 Above ground	LF	\$39.00	\$21.00
28	18" Solid HDPE Tee	EA	\$680.00	\$625.00
29	18" 45 Deg Elbow HDPE	EA	\$350.00	\$570.00
30	18" 90 Deg Elbow HDPE	EA	\$550.00	\$570.00
31	18" x 18" x 18" Solid HDPE Wye	EA	\$1,180.00	\$650.00
32	18" Flange Set Includes HDPE adapters, seals, gasket, and bolt pack	Set	\$1,380.00	\$790.00
33	18" HDPE Blind Flange Set, includes adapter, seals, gasket and bolt pack	Set	\$1,150.00	\$580.00
34	18" Iso. Valve Coated Cast Iron-Buried includes Viton Seat, gear box, 5' stem seals, spacers, adapters	EA	\$8,000.00	\$1,550.00
35	18" Iso. Valve Coated Cast Iron-Above includes Viton Seat, gear box, 5' stem seals, spacers, adapters	EA	\$8,000.00	\$1,400.00
36	18" Solid HDPE Above ground	LF	\$39.00	\$28.00
37	18" Electro-fusion coupling	EA	\$980.00	\$510.00
38	12" Solid HDPE Buried 4' max to Top of pipe	LF	\$21.00	\$25.00
39	12" Solid HDPE Above ground	LF	\$21.00	\$12.00
40	18"x12"x18" Reducing Tee HDPE	LF	\$1,413.00	\$357.00
41	12" 45 Deg. Elbow HDPE	EA	\$228.00	\$360.00
42	12" 90 Deg. Elbow HDPE	EA	\$330.00	\$360.00
43	12" Flange Set, includes adapters, seals, and bolt pack	Set	\$710.00	\$360.00
44	12" HDPE Blind Flange Set, includes adapter, seals, gasket and bolt pack	Set	\$580.00	\$310.00
45	12" Iso. Valve Coated Cast Iron-Above includes Viton, Seat, gear box, 5' stem seals, spacers, adapters	EA	\$4,800.00	\$890.00
46	12" Iso. Valve Coated Cast Iron-Below includes Viton, Seat gear box, 5' stem seals, spacers, adapters	EA	\$4,675.00	\$907.50
47	12" Electro-fusion coupling	EA	\$460.00	\$280.50
48	Horizontal Collector Mobilization/Demobilization	LS		\$5,830.00
49	8 oz. Geofabric, and gravel per Figure 2B and: 8-inch SDR 17 - without wellhead	LF	\$25.50	\$19.69
50	6-inch SDR 17 - without wellhead	LF	\$24.50	\$22.00
51	4-inch SDR 17 - without wellhead	LF	\$20.75	\$22.00
52	8" Solid HDPE SDR 17 Buried 4' max. to Top of pipe	LF	\$9.25	\$25.00
53	8" Solid HDPE SDR 17 Above ground	LF	\$9.25	\$13.00
54	8" PVC Blind Flange set, includes adapter, gasket and bolt	Set	\$292.00	\$198.00
55	12" x 8" x 12" Reducing Tee HDPE	EA	\$529.00	\$331.00
56	8" 45 Deg Elbow HDPE	EA	\$124.00	\$204.00
57	8" 90 Deg Elbow HDPE	EA	\$124.00	\$204.00
58	8" Solid HDPE Tee	EA	\$169.00	\$231.00

59	8" HDPE Branch Saddle	EA	\$37.00	\$303.00
60	8" Asahi Butterfly Isolation Valve	EA	\$1,600.00	\$510.00
61	8" HDPE Cap - butt fused	EA	\$78.00	\$95.00
62	8" Electro-fusion coupling	EA	\$209.00	\$204.00
63	6" Solid HDPE SDR 17 Buried 8ft max. to Top of pipe	LF	\$5.50	\$27.00
64	6" Solid HDPE SDR 17 Above ground	LF	\$5.50	\$10.00
65	6" Flange set includes adapters, gasket, and bolt pack	Set	\$185.00	\$165.00
66	6" HDPE Blind Flange set, includes adapter, gasket and bolt pack	Set	\$165.00	\$159.00
67	8" x 6" x 8" HDPE Reducing Tee	EA	\$265.00	\$275.00
68	6" HDPE Branch Saddle	EA	\$454.00	\$302.50
69	6" Solid HDPE Tee	EA	\$72.00	\$198.00
59	6" HDPE Cap - butt fused	EA	\$59.00	\$95.00
71	6" Electro-fusion coupling	EA	\$136.00	\$195.00
72	4" Solid HDPE SDR 17 Buried 8ft max. to Top of pipe	LF	\$2.60	\$25.50
73	4" Solid HDPE SDR 17 Above ground	LF	\$2.60	\$8.75
74	4" Solid HDPE Tee	EA	\$35.00	\$145.00
75	4 Flange set, includes HDPE adapters, gasket and bolt pack	Set	\$116.00	\$145.00
76	4" HDPE Blind Flange set, includes HDPE adapter gasket and bolt pack	Set	\$106.00	\$95.00
77	4" Branch Saddle HDPE	EA	\$36.50	\$310.00
78	4" Electro-fusion coupling	EA	\$59.00	\$195.00
79	2" Accu-Flo wellhead HDPE Landtec and adapter	EA	\$460.00	\$105.00
80	3" Accu-Flo wellhead PVC Landtec and adapter	EA	\$960.00	\$105.00
81	10' x 10' PVC Boot seal	EA	\$390.00	\$600.00
82	Auger Drilling Mobilization/Demobilization includes Carbon	LS	na	\$8,800.00
83	Drilling of 24" diameter borehole includes refuse hauling	LF	na	\$68.00
84	Over 100' deep (120ft Max Depth)	LF	na	\$73.00
85	Drilling of 18" diameter borehole includes refuse hauling Less than or equal to 100' deep	LF	na	\$68.00
86	Over 100' deep (120ft Max Depth)	LF	na	\$73.00
87	Vertical well installation for 24" borehole includes gravel, perforated and solid pipes, bentonite plug (per drawing Figure 2A based on 100' depth). Assume perforated to be 1/3 of total depth 4-inch SDR 11	LF	\$16.75	\$13.50
88	6-inch SDR 11	LF	\$18.00	\$16.00
89	Vertical well installation for 18" borehole includes gravel, perforated and solid pipes, bentonite plug (per drawing Figure 2A based on 100' depth). Assume perforated to be 1/3 of total depth 4- inch SDR 11.	LF	\$14.50	\$13.50
90	6-inch SDR 11	LF	\$18.00	\$16.00
91	Abandonment of 18" - 24" borehole includes 5' bottom bentonite plug and soil backfilling	EA	\$424.00	\$6,600.00
92	Air Rotary Drilling Mobilization/Demobilization includes Carbon Filter Box	LS	na	\$6,600.00



## Attachment B

93	Furnish and install Vertical 9-inch (air rotary) gas well Collector (0 to 100 feet max) without wellhead	LF	\$26.00	\$105.00
94	LFG MONITORING PROBE			
95	Drilling of 12" diameter borehole Less than or equal to 100' deep	LF	na	\$66.00
96	Over 100' deep	LF	na	\$69.00
97	Abandonment of 12" diameter borehole and probe includes 5' bottom bentonite plug and soil backfilling	EA	\$424.00	\$4,750.00
98	Monitoring Probe Installation includes pea gravel, perforated and solid PVC pipes, bentonite plugs, cook valves, protective casing per drawing Figure 2C based on 100' depth).	LF	\$39.00	\$21.00

The Contractor shall have the responsibility to verify that all work is included within Exhibit A, Scope of Work.

**RATE SHEET PART III – LABOR RATES  
(Task, B, C, D, and E)**

<b>No.</b>	<b>Personnel</b>	<b>Straight Time Hourly Rate</b>	<b>Overtime Hourly Rate</b>	<b>Emergency Services Hourly Rate</b>	<b>Holiday Hour Rate</b>
1A	Senior Monitoring and Operations Technician	\$112.00	\$168.00	\$168.00	\$224.00
1B	Junior Monitoring and Operations Technician	\$72.00	\$108.00	\$108.00	\$144.00
2	Mechanic (responsible for maintenance and troubleshooting LFG systems)	\$103.00	\$154.50	\$154.50	\$206.00
3A	Senior Electrician	\$135.00	\$202.50	\$202.50	\$270.00
3B	Junior Electrician	\$118.00	\$177.00	\$177.00	\$236.00
4	Project Foreman (supervisor), Construction Services	\$108.00	\$108.00	\$108.00	\$108.00
5	Project Manager	\$170.00	\$170.00	\$170.00	\$170.00
6	Pipe Fusion Technician	\$118.00	\$177.00	\$177.00	\$236.00
7	Equipment Operator	\$125.00	\$187.50	\$187.50	\$250.00
8	Semi-skilled laborer	\$60.00	\$90.00	\$90.00	\$120.00
9	Laborer	\$60.00	\$90.00	\$90.00	\$120.00
10	Landscape Maintenance Laborer	\$60.00	\$90.00	\$90.00	\$120.00
11	Lead Technician	\$112.00	\$168.00	\$168.00	\$224.00
12	Technician, Construction Services	\$89.00	\$133.50	\$133.50	\$178.00
13	Principal, Construction Services	\$160.00	\$160.00	\$160.00	\$160.00
14	Mechanic/Welder	\$110.00	\$165.00	\$165.00	\$220.00
15	Manager, Landfill Gas Field Services	\$182.00	\$182.00	\$182.00	\$182.00
16	Principal Engineer	\$188.00	\$188.00	\$188.00	\$188.00
17	Engineer V	\$148.00	\$148.00	\$148.00	\$148.00
18	Construction Manager	\$155.00	\$155.00	\$155.00	\$155.00
19	Chief Engineering Tech.	\$123.00	\$184.50	\$184.50	\$246.00
20	Project coordinator	\$112.00	\$168.00	\$168.00	\$224.00
21	Environmental Spec. I	\$108.00	\$162.00	\$162.00	\$216.00
22	Senior Geologist	\$145.00	\$217.50	\$217.50	\$290.00
23	Superintendent	\$147.00	\$220.50	\$220.50	\$294.00
24	Assistant Project Manager	\$148.00	\$148.00	\$148.00	\$148.00

Contractor to provide a list of Personnel assigned to service this Contract after Contract is awarded.

**EXHIBIT C**

<b>Subcontractor</b>	<b>Work, Trade, Service</b>	<b>License (s)</b>	<b>Location of Shop or Service</b>
Acculabs, Inc.	Analytical Testing Lab		118 La Porte Street, Unit C&D Arcadia, CA 91006
BC Labs, Inc.	Analytical Testing Lab		4100 Atlas Court Bakersfield, Ca. 93308
Isotech Laboratories, Inc.	Analytical Testing Lab		1308 Parkland Court Champaign, Illinois 61821
Frank's Industrial Service	Electrical Services	#700250	1426 W. 259 <sup>th</sup> Street Harbor City, CA 90710
Jim Rubino Consulting	Electrical/Controls Design	#24886	4821 Burgundy Road Woodland Hills, CA 91364
K-VAC Environmental Services, Inc.	Condensate Hauling		8910 Rochester Avenue Rancho Cucamonga, CA 91730
MZ Electric	Electrical Services	#712415	1414 N. Eastbury Avenue Covina, CA 91722
RD Construction	Concrete	#376705	17757 Citron Avenue Fontana, CA 92335
RES Environmental Services	1150.1 Monitoring		865 Vista Lata Colton, CA 92324
SCEC	Source Testing		1 North Batavia Street Orange, CA 92867
Best Environmental	Source Testing		339 Stealth Court, Livermore, California 94551
SD Drilling	Drilling Services	CA Well Drilling #958254	24660 E. Old Julian Hwy. Ramona, CA 92065
BakerCorp	Filtration Media		5500 Rawlings Ave South Gate, CA 90280
John Zink	Flare Services		11920 East Apache Tulsa, Oklahoma 74116

Note: As technology and resources develop addition subcontractors may be warranted

## **EXHIBIT D**

### **REGULATORY COMPLIANCE REQUIREMENTS**

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

#### **A. PERMITS**

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

#### **B. REGULATORY COMPLIANCE AUTHORITIES**

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

- 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; California Fish and Game Code
- Federal and California Endangered Species Acts
- Clean Water Act
- South Coast Air Quality Management District Rules;
- National Pollutant Discharge Elimination System (NPDES);
- County of Orange, OC Public Works Department;
- County of Orange, OC Public Works Department 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.

**C. ORDINANCES**

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

**D. CULTURAL/SCIENTIFIC RESOURCES**

1. 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 their 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.
2. Should the findings, or notification as to disposition of findings, result in delays or extra work, additional time and/or extra work, payment shall be allowed as provided for within this Contract.
3. Any findings of a cultural/scientific resource nature shall remain the property of the County and not become the property of the person or persons making the discovery.

**E. DISPOSAL OF SOLID WASTE**

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

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

Any other solid waste or liquid waste resulting from service and maintenance that is unacceptable for disposal in a Class III landfill (including tires) shall be the sole responsibility of the CONTRACTOR and shall be included as part of the Fixed Rate Contract. The CONTRACTOR shall arrange for a State approved waste-handling firm to dispose of any material classified as hazardous or unacceptable waste. This firm shall be bonded and found acceptable to County of Orange CEO/Risk Management. The CONTRACTOR shall submit proof of this firm being

retained by the CONTRACTOR within ten (10) calendar days of the effective date of the Contract. Any unacceptable refuse left beyond thirty (30) days may be disposed of by the County and any related costs shall be deducted directly from the monthly invoicing, performance bond, or other method at the option of OC Waste & Recycling, as stated within Section M of this Exhibit, Maintenance Facility and Work Area.

**F. DISPOSAL OF LIQUID WASTE**

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

**G. STORM PROTECTION**

1. The CONTRACTOR shall take every practicable precaution to minimize danger to persons and to the work during rainy or windy conditions. The County shall protect all County facilities within their work project. Also the CONTRACTOR shall protect all facilities from damage due to the CONTRACTOR's negligence.
2. As part of its storm protection, the CONTRACTOR shall provide a storm water management plan (erosion control plan), to be reviewed and approved by the County. (Reference Section H of this Exhibit, NPDES Storm Water Discharges.)

**H. NPDES STORM WATER DISCHARGES**

**Work under this Agreement 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 landfill at which the work is to be conducted. Construction-related activities, including but not limited to the elements of the SWPPP, shall be performed to eliminate non-storm discharges to the storm water control system, by the CONTRACTOR and Subcontractor(s). The CONTRACTOR shall submit a Storm Water Management Plan in compliance with NPDES Regulations and site specific SWPPP. 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 landfill to comply with his proposed storm water plan, if necessary.

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

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

The appropriate SWPPP will be available for CONTRACTOR's review in the offices of the County PM.

**I. DISCOVERED HAZARDOUS WASTE**

1. The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the County in writing of any:
  - a. Material that the CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
  - b. Subsurface or latent physical conditions at the site differing from those indicated; and  
  
Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.
2. The County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve a hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work, the County shall issue a modification under the procedures described in the Contract. If hazardous waste is found, the County will contact its key waste CONTRACTOR to properly remove and dispose of the waste. The CONTRACTOR shall not disturb the waste. The CONTRACTOR shall immediately notify the County if the waste is found leaking, not containerized, or vapors or odors are detected.
3. In the event that a dispute arises between the County and the CONTRACTOR where the conditions materially differ, or involve hazardous waste, or a decrease or increase in the CONTRACTOR's cost of, or the time required for performance of any part of the work, the CONTRACTOR shall not be excused any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The CONTRACTOR retains any and all rights provided either by the Agreement or by law pertaining to the resolution of disputes and protests between the contracting parties.

**J. CONTRACTOR GENERATED HAZARDOUS WASTE**

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

The CONTRACTOR must have 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.

**K. 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 Agreement 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's Fugitive Dust Emission Control Plan (SCAQMD Rule 403-Fugitive Dust-April 1993) is available for CONTRACTOR's review in the offices of the County PM.

**L. BIOLOGICAL AND HABITAT PROTECTION**

OC Waste & Recycling will provide the CONTRACTOR with all available information on existing biological resources that are relevant to the projects listed herein in the scope of work, and specify any required and prospective mitigation measures and monitoring procedures. The CONTRACTOR shall be responsible for complying with these protection measures, and for ensuring that all Subcontractors also comply. The County has the authority to perform inspections



of the CONTRACTOR's work area at any time to ensure that these measures or procedures are being followed.

**M. MAINTENANCE FACILITY AND WORK AREA**

Maintenance facility areas have been designated at the Landfill for the purpose of maintaining County equipment. This area is intended to be available for use by the County's Equipment Maintenance Contractor and for other CONTRACTOR 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 CONTRACTOR's 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 PM. No such guarantee of an alternate location is made to any other Contractor or hauler by the County. All costs related to relocating the facility is the sole responsibility of the County's Equipment Maintenance Contractor and shall be included as part of the fixed rate Contract.

Any damage or repairs caused by the CONTRACTOR or his vendors/suppliers to the designated maintenance area or other landfill facilities/projects shall be paid for or repaired by the CONTRACTOR to the satisfaction of 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 landfill must be repaired immediately and costs shall be paid by direct deduction plus a five percent (5%) administrative fee as above indicated in the same manner.

The CONTRACTOR shall be responsible for maintaining clean equipment and a clean working area. Removal of contaminated soil as a result of maintenance activities shall be the sole responsibility of the CONTRACTOR and shall be mitigated to OC Waste & Recycling's satisfaction immediately following written notice from the PM. 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 County PM 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 PM, 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 PM.

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.

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

The CONTRACTOR shall be responsible for strict compliance with the quarantine of the County of Orange for the red imported fire ant as defined in the California Food and Agricultural Code in Division 4, Chapter 3, Subchapter 4, Article 4, Section §3432 incorporated herein by reference with regards to the quarantine area, the commodities covered, and the restriction on movement, possession and sale of commodities covered. Violation of any provision of this Article of this Agreement 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.