

**CONTRACT BETWEEN
THE COUNTY OF ORANGE
AND
CIVIL ENVIRONMENTAL SURVEY GROUP INC. DBA CES
FOR
OPERATIONS AND MAINTENANCE SERVICES OF GROUNDWATER CONTROL AND
MONITORING SYSTEMS AND WATER SUPPLY SYSTEMS AT NORTH REGION LANDFILLS**

THIS Contract MA-299-18010447 for Operations and Maintenance Services of Groundwater Control and Monitoring Systems and Water Supply Systems at North Region Landfills (“**Contract**”) is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, by its OC Waste & Recycling (“**County**”) and Civil Environmental Survey Group Inc., DBA CES, with a principal office located at 33353 Temecula Parkway, Suite 104 #333, Temecula, CA 92592 (“**Contractor**”). County and Contractor are collectively referred to as “**Parties.**”

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Operations and Maintenance Services of Groundwater Control and Monitoring Systems and Water Supply Systems at North Region Landfills under a firm fixed price Contract, effective November 15, 2017 through November 14, 2020, in an amount not to exceed \$1,050,000.

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

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

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

NOW, THEREFORE, for and in consideration of the professional services and mutual promises to be performed for the County by the Contractor in connection with the Services and the compensation to be paid for such Services and mutual promises by the County, the Parties agree as follows:

ARTICLES

- 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 by 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 goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Overshipments and undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "HH" below, and as more fully described in paragraph "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, property right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney fees, costs and expenses.
- I. Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or subcontracted by Contactor without the express written consent of County. Any attempt by Contractor to assign or sub-Contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any

subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to 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, 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 obligation.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. 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 and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. Insurance Provision:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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

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

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

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

Qualified Insurer

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

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

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

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

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage at least as broad.

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, employees and agents* as Additional Insureds, or provide blanket coverage, which will state *As Required By Written Contract*.
- 2) A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents, or provide a blanket coverage, which will state *As Required By Written Contract*.

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

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

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

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

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

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

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

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

- Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, 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 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 paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. Pricing:** The Contract price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. Intentionally left blank.**
- 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 mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions 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 or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- 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.
- II. Audits/Inspections:** Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or

inspection. The County reserves the right to audit and verify the Contractor's records before final payment is made. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract. Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

Additional Terms and Conditions

1. **Scope of Services:** This Contract, including Attachments, specify the contractual terms and conditions by which the Contractor shall provide Operation and Maintenance Services of Groundwater Control and Monitoring Systems and Water Supply Systems at North Region Landfills North Region Landfills under a firm fixed price Contract, as set forth herein.
2. **Contract Term:** This Contract shall be effective November 15, 2017, upon execution of all necessary signatures, and shall continue for three (3) years from that date unless otherwise terminated as provided herein. This Contract may be renewed by mutual agreement of both Parties for two (2) additional one-year periods.
3. **Prevailing Wage (Labor Code) (if applicable):** The Contractor shall be aware of, and shall comply with all applicable provisions of the California Labor Code, including but not limited to Sections 1771.1, 1725.5, 1773, 1775, and 1813. All workers, as classified by the provisions of the Labor Code, employed by the Contractor in this project or by any subcontractors doing or contracting to do any part of the project, shall be paid prevailing wages as required by the above statutes, if applicable. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the County Board of Supervisors has obtained the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract from the Director of the Department of Industrial Relations.

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

4. **Fiscal Appropriation:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval, receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the goods and/or services hereunder in the budget approved by County's board of Supervisors for each fiscal year covered by this Contract. If such approval, funding, or appropriations are not forth coming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
5. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply items requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
6. **Precedence:** The Contract documents consist of this Contract and Attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the Attachments.
7. **Conflict of Interest:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the

period of this Contract, employ any County employee for any purpose. The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier 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.

8. **News and Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Master Agreement, or any subsequent amendment of or effort under this Master Agreement, without first obtaining review and approval, in writing, for said news releases from County.
9. **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.
10. **Contract Disputes:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
 - a. The Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
 - c. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County 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 to contest such decision within 90 days following the date

of the County's final decision or one year following the accrual of the cause of action, whichever is later.



11. **Orderly Termination:** 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 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 will assist the other party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.
12. **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' routine exchange of information and cooperation during the term of the services and shall be deemed to have been duly given (a) upon actual in-person delivery, if delivery is by direct hand; or (b) upon delivery agreed to as four calendar days after being mailed (the date of mailing shall count as the first day) by US certified or registered mail, return receipt requested, postage prepaid, addressed to the appropriate party at the following address or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid:

For Contractor:	Company name:	Civil Environmental Survey Group Inc., DBA CES
	Address:	33353 Temecula Parkway, Suite 104 #333 Temecula, CA 92592
	Attn.:	Jim Keegan
	Title:	President/CFO
	Phone:	951-310-2800
	Email:	jkeegan@cesgroup.co
For County:	Name:	OC Waste & Recycling/Purchasing Section
	Address:	300 N. Flower Street, Suite 400 Santa Ana, CA 92703
	Attn:	Cynthia Lemus
	Title:	Deputy Purchasing Agent
	Phone:	(714) 834-4154
	Fax:	(714) 834-4136
	Email:	cynthia.lemus@ocwr.ocgov.com

[Signature Page follows]

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

CIVIL ENVIRONMENTAL SURVEY GROUP INC. DBA CES*:

Skye Green	CEO
Print Name	Title
	9/15/17
Signature	Date
James Keegan	CFO
Print Name	Title
	9/11/17
Signature	Date


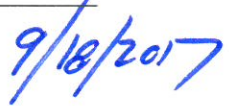
* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of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

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

Print Name	Title
Signature	Date

APPROVED AS TO FORM:

County Counsel

By 
Paul Albarian, Deputy 

ATTACHMENT A**SCOPE OF WORK
OPERATION AND MAINTENANCE SERVICES
OF GROUNDWATER CONTROL AND MONITORING SYSTEMS
AND WATER SUPPLY SYSTEMS AT NORTH REGION LANDFILLS****I. SITE INFORMATION**

The services required for this Contract are Operation and Maintenance (O&M) of the Groundwater Control and Monitoring Systems (GWCMS) and Water Supply Systems (WSS) at the North Region Landfills (North Region).

North Region includes **Olinda Alpha Landfill** (Olinda) in the City of Brea, and the following closed landfill sites: La Habra in the City of La Habra, La Veta in the City of Orange, Longsdon Pit in the City of Garden Grove, Reeve Pit in the City of Orange, Sparkes Pit in the City of Anaheim, Villa Park in the City of Orange and Yorba in the City of Orange.

OC Waste & Recycling (County) is responsible for the O&M of the GWCMS and WSS at Olinda, an active landfill located at 1942 Valencia Ave., Brea, CA 92823. The site operates six days a week from 6:00 AM to 4:00 PM, Monday through Saturday, except for six major holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas.

Olinda is currently permitted as a Class III waste disposal site. It was originally permitted as two separate Class III disposal facilities. The facilities were located in two canyons separated by a center ridge. Operations initially began in 1960 in Olinda Canyon. Disposal operations in Olinda Alpha Canyon began in 1981. The center ridge was excavated in the late 1990s and the two canyons were merged into a single disposal site. The site comprises approximately 565 acres, of which 453 acres is used for disposal area. The remaining acreage serves as a buffer zone.

In addition to Olinda, the County is responsible for GWCMS at three (3) closed landfill sites including Villa Park, La Habra, and Reeve Pit.

- The former **Villa Park Refuse Disposal Station** is located in the City of Orange at the northeast corner of the intersection of Santiago Canyon Road and Cannon Street. The site was operated from 1962 to 1966. The site comprises approximately 17 acres with the refuse contained within an 11-acre prism.
- The former **La Habra Refuse Disposal Station** is located on the southeast corner of Lambert and Idaho Streets in the City of La Habra. The site was operated from 1949 to 1958. The site comprises approximately 19.13 acres.
- The former **Reeve Pit Refuse Disposal Station** is located at the northeast corner of Villa Park Road and North Hewes Street in the City of Orange. The site was operated from 1958 to 1961. The site comprises approximately 9.1 acres.

North Region also includes four (4) other former disposal stations that currently have no GWCMS or WSS service requirements.

II. SYSTEM DESCRIPTION**A. Olinda Groundwater Control & Monitoring System**

Olinda's GWCMS components consist of an extraction and collection system, a treatment system, a leachate collection system, and a monitoring system.

The purpose of the GWCMS is to extract the groundwater using an array of groundwater extraction wells and pneumatic pumps, to pump the extracted groundwater to the treatment system, to treat the extracted groundwater using an ultra violet (UV) oxidation system, and to pump treated effluent water to an effluent tank for on-site dust suppression and control. The treatment system design capacity is 30 gallons per minute (gpm).

The groundwater extraction and collection system extracts impacted groundwater. Each extraction well is equipped with a pneumatic submersible pump installed near the casing bottom to maintain groundwater levels in the well at the pump inlet elevation. Extracted groundwater is conveyed to the ground treatment system via a network of HDPE pipes.

The groundwater treatment unit consists of a 7,000-gallon collection tank inside a concrete secondary containment, two air compressors, two air dryers and a receiving tank, an Advanced Oxidation Process (AOP) treatment unit utilizing UV light and ozone, and two activated carbon vessels. The air compressors provide air to the extraction wells' pneumatic pumps. A portion of the compressed air passes through the dryers to remove moisture prior to delivery to the ozone generator and system instrumentation. Treatment processes include pH adjustment of influent by adding sodium hydroxide, oxidation of dissolved VOCs by mixing with generated ozone with UV light acting as a catalyst, and polishing by passing groundwater through two activated carbon vessels. The treatment unit is designed to handle influent flow rates of up to 30 gpm and to decrease VOC concentrations to within regulatory limits. In addition, the seepage collection is also connected to the treatment system.

Currently, Olinda is preparing to abandon the UV treatment portion of the GWCMS but retain at least an activated carbon portion.

The treated groundwater effluent is stored in a holding tank. The effluent is collected by water trucks and used on-site for dust suppression.

The leachate collection system was designed on the basis of maximum potential leachate generation from the landfill center ridge. It consists of high-density polyethylene (HDPE) geomembrane lined trenches, non-woven geotextile liner, granular drainage layers, four-inch HDPE collection pipes, and a two-foot protective soil layer.

The leachate in the collection trenches drains into a sump at the south end of the center ridge area. The sump is lined with geotextile on top of an HDPE geomembrane, and filled with granular drainage media. A submersible pump inside an 18-inch HDPE pipe, embedded in the drainage media, pumps collected leachate into an above-ground 10,000 gallon storage tank for offsite disposal.

The groundwater monitoring well network at Olinda is shown on Figure 2. The monitoring wells are screened within the uppermost groundwater body underlying the landfill. The site is subject to four types of monitoring programs: detection monitoring, correction monitoring, extraction monitoring, and treatment monitoring.

1. Summary of the Extraction and Collection System:

- Fifteen (15) extraction wells and well vaults. Wells may be added/abandoned in the future as the need arises
- One (1) booster pump
- Two (2) air compressors, one (1) receiving tank, and appurtenances
- One (1) collection tank and appurtenances
- Water discharge manifolds, compressed air lines, and appurtenances
- Seep line, totalizer, and appurtenances
- Air lines, piping

2. Summary of the Treatment System (UV and ozone components to be decommissioned):

- One (1) preconditioning unit (pH sensor/transmitter, chemical metering pump, etc.)
- One (1) ozone generator unit and appurtenances
- One (1) ultraviolet (UV) reactor and appurtenances
- Two (2) carbon polishing vessels
- Feed/recycle tanks and pumps
- One (1) final treated water storage tank
- Motor control center
- PLC with remote monitoring and control

3. Summary of the Leachate Collection System:

- A leachate sump, pump and related piping & fittings
- One 10,000 gallon storage tank
- One programmable logic control (PLC) panel
- One carbon drum
- Solar powered

4. Summary of the Monitoring System:

- Sixteen (16) groundwater-monitoring wells at Olinda. Wells may be added/abandoned in the future as the need arises
- Nineteen (19) groundwater-monitoring wells at the inactive landfill sites within the North Region

B. Olinda Water Supply System

Olinda's WSS provides potable water required for landfill operations, fire protection, and landscape irrigation. WSS includes a water supply system, an irrigation system, and a fire protection system as shown in Figure 1.

The WSS consists of:

- Pump stations
- Booster Pumps
- Pumps P-1 through P-8
- Two 100,000 gallon reservoir tanks
- One 53,000 gallon tank for dust control
- One 7,000 gallon tank for irrigation
- Two 20,000 gallon tanks for dust control

- Altitude Valve
- Air Release Valves
- Control Valves
- Backflow prevention devices
- Fire Hydrant
- Irrigation System
- Fire protection alarm/sprinklers
- PLC with remote monitoring and control

C. Olinda Basin Skimmer System

Currently, Basin A has 3 skimmers and Basin B has 2 skimmers as shown in Figure 1. A future Basin C will have two skimmers. Skimmers and risers may require maintenance, repairs, or replacement as needed. Typical maintenance includes:

- Flushing and unclogging skimmers, flex hoses and risers
- Resetting dislodged components
- Cleaning and inspecting winches, pulleys and cables

D. Closed Sites

In addition to the systems described above, there are numerous groundwater monitoring wells at Villa Park Refuse Disposal Station, La Habra Refuse Disposal Station, and Reeve Pit Refuse Disposal Station. The numbers of wells at each site are listed below:

- | | |
|--------------------------------------|--------------------|
| - Villa Park Refuse Disposal Station | 4 monitoring wells |
| - La Habra Refuse Disposal Station | 3 monitoring wells |
| - Reeve Pit Refuse Disposal Station | 5 monitoring wells |

Some or all of these wells may require redevelopment during the life of this contract. In addition, all of these wells possess dedicated micropurge pumping systems. Some or all of these pumps may require installation, maintenance, and/or removal during the life of this contract.

The groundwater monitoring wells are sampled on a regular basis by County personnel.

III. HEALTH AND SAFETY PLAN

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

A. Health and Safety Laws and Regulations

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

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

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

B. Health and Safety Plan Checklist

The contents of the H&SP must meet all regulatory requirements for the specific work which is proposed. However, the following is a checklist for the minimum elements for the H&SP. Those plan elements which will not apply to the specific Contract should be noted (such as "this construction does not involve any confined space work").

One or more of the following may be required to be included in the Contractor's Health and Safety Plan:

Mandatory:

- Site Background and Scope of Work: Site-specific with an emphasis on the type(s) of service(s) performed, the hazards associated with such work, and the programs in effect to protect the employee against those recognized hazards.
- Injury and Illness Prevention Program (Title 8, California Code of Regulations, section 3203): Required of all employers of 10 or more employees.
- Code of Safe Practices (Cal. Code Regs., Title 8 § 1509): All employers are required to have a Code of Safe Practices in writing and posted at the work place.
- Emergency Medical Services (Cal. Code Regs., Title 8, § 1512): All employers are required to have this program in writing.
- Fire Protection Program (Cal. Code Regs., Title 8, § 1920): All employers are required to have this program in writing.

Required by Scope of Work:

- Hazard Communication Program (Cal. Code Regs., Title 8, §5194): All employers are required to have this program in writing if there is a potential for their employees to come in contact with any products that may be hazardous.
- Requirements for Excavations and Shoring (Cal. Code Regs., Title 8, §1541.1): All employers are required to have this program in writing if excavating.
- Confined Space Procedures (Cal. Code Regs., Title 8, §5156): All employers are required to have this program in writing if confined spaces will be entered.
- Hearing Conservation Program (Cal. Code Regs., Title 8, § 5097): This program shall be written into the H&SP if employee noise exposures meet or exceed the levels outline in Cal. Code Regs., Title 8 § 5097.
- Personal Protective Equipment (Cal. Code Regs., Title 8, §§3380-3400): Requirements must be included in the H&SP if personal protective equipment is required for the contracted work. Hard hats, safety goggles, orange vests, and audiometric (hearing) protection are required for work to be performed under this Contract.
- Storage, Handling, and Dispensing of Flammable/Combustible Liquids (Uniform Fire Code Article 79): Requirements must be included in the H&SP if flammable/combustible liquids will be stored, handled, or dispensed.
- Welding, Brazing, and Cutting (Cal. Code Regs., Title 8, §§1536, 1537): Requirements must be included in the H&SP if performing these actions.
- Compressed Gas Cylinders) Cal. Code Regs., Title 8, §§1740-1743): Requirements must be included in the H&SP if storing or using compressed gas cylinders.

IV. CONTRACTOR REQUIREMENTS**A. GENERAL**

1. Contractor shall furnish all personnel, labor, tools, equipment (including boom truck), materials, and transportation to perform routine, scheduled, non-routine, and emergency O&M, and troubleshooting for the GWCMS and WSS. The systems should be operational at all times, except for scheduled maintenance shutdowns.
2. County will provide the Contractor with one set of O&M manuals. Contractor shall thoroughly review and become familiar with O&M manuals. Contractor shall update the O&M manuals and provide the update to the County within 30 days after the modification has been implemented.
3. Contractor shall proceed with the routine preventive maintenance as described in Task A below per the agreed monthly fee. No preauthorization or written proposal is required. Contractor shall notify the County Contract Administrator or designee (Contract Administrator) prior to commencing any work where specialized expertise/services of equipment manufacturers or subcontractors are required.
4. Contractor shall prepare and submit to Contract Administrator a written proposal containing itemized estimate for all scheduled and non-routine work exceeding one thousand dollars (\$1,000) in cost. Contractor shall proceed only after receiving a "Notice to Proceed" letter from Contract Administrator or verbal/email authorization.
5. For scheduled or non-routine work, one thousand dollars (\$1,000) or less, a preauthorization recorded on a Backup Sheet/Pre-Authorization Form (to be provided) from the Contractor stating concurrence and written approval or verbal/email authorization from the Contract Administrator or designee is required. For emergency work, refer to Task D.
6. Contractor and its employees (including subcontractors) shall check in and check out with site operations. Contractor and its employees (including subcontractors) shall possess proper identification at all times. Contractor shall meet with the Contract Administrator before proceeding.
7. Contractor shall bring to the attention of the Contract Administrator any potential problems discovered during course of work and offer suggestions or solutions before check out.
8. Contractor, the Contractor's Project Manager and assigned field technicians shall have at least five (5) years of experience in GWCMS and WSS O&M.
9. Contractor shall appoint a Project Manager to direct the efforts in fulfilling the Contractor's obligations under this contract. The Contractor's Project Manager shall **be subject to the** approval the Contract Administrator and shall not be changed without the Contract Administrator's approval.
10. Contractor shall take all reasonable precautions 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.
11. 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 to its original conditions to the satisfaction of the County or Contract Administrator.
12. 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 Olinda by the Contractor in accordance with all applicable codes, ordinances, and laws pertaining to the disposal of the material.

13. Meeting held between County staff and Contractor's staff to discuss Contractor's non-performance or lack thereof shall not be liable to County. Meeting requested by Contract Administrator for project related matters may be billed to County on a time and materials basis.
14. County shall not be responsible for Contractor's drinking water, telephone, fax, copy, and toilet needs while its workers are on site premises.
15. 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 government entity for Contractor to perform the duties specified herein and provide the services required pursuant to this contract.
16. Contractor shall assign on the site, during project work, a competent English-speaking staff and any necessary assistants, all satisfactory to the Contract Administrator. The staff shall have a minimum of five (5) years of experience in GWCMS and WSS maintenance. The superintendent/technician shall not be changed without the consent of the Contract Administrator. A superintendent/technician 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.
17. Proposed personnel to be assigned to perform the services in accordance with the contract must have at least five (5) years of experience. Contractor shall provide complete resumes of each person to be assigned to the project and designated role of each person. **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.**
18. Contractor must have the ability to respond to any emergency situation within the response requirements for emergency visits portion of the Scope of Work.
19. Contractor shall retain necessary engineering support for system troubleshooting as required.
20. Contractor shall warranty all labor, equipment, and materials/parts incorporated in this work for a period of not less than 90 days from the date of acceptance in addition to the manufacturer's warranty. The Contractor at its sole expense shall provide warranty coverage for maintenance or repair work should a component malfunction, fail, or problems re-occur as a result of poor workmanship, defective replacement parts, misdiagnosed problem, or oversight during the warranty period. The County shall not compensate Contractor for labor, equipment, and materials/parts during the warranty period. The Contractor shall be responsible to implement the warranty coverage for labor performed by its subcontractors and for materials, equipment, or parts supplied by its manufacturers and vendors.
21. Contractor shall maintain and log all operational and maintenance activities performed in the Daily O&M site log. An electronic version shall be made available for County staff at all times.
22. Contractor shall provide the County copies of any test results immediately following the completion of the required tests. Copies of test certificates shall be furnished within 2 weeks from the completion date of the required tests.

B. MINIMUM QUALIFICATIONS

1. Contractor's Project Manager/Supervisor must have at least three years of experience in O&M of ground water extraction systems.
2. Proposed Contractor personnel to be assigned to operate, maintain, and perform troubleshooting services in accordance with this contract must have at least two years of

experience in O&M of similar systems (including extraction well systems, level controls, and electrical system).

3. Contractor and personnel assigned to the job site shall have the appropriate certification as required by OSHA 29 CFR 1910.120 "40-hour training".
4. Contractor shall be able to respond on-site to any calls per timeframes required in Task D. Contractor shall provide the Site with a 24-hour telephone number.
5. Contractor shall provide, by itself, at least 80 percent of the quantity of work defined in Attachment A, Scope of Work, without Subcontractor services.

V. LIST OF TASKS

Task A. **Olinda Routine Preventive Operation and Maintenance**

Contractor shall perform routine preventive O&M for all system equipment in accordance with O&M manuals, manufacturer's recommendations, and applicable maintenance procedures, standards, and practices. Contractor shall perform routine preventive maintenance in a timely fashion and with minimum system disruption/shutdown.

Contractor shall make necessary troubleshooting, testing, adjustments, tuning, cleaning, parts replacement, and minor repairs to achieve optimum system performance, and fill out routine monitoring, inspection and maintenance logs. Examples of logs are attached. Contractor shall furnish all personnel, labor, tools, equipment, and transportation except replacement materials and parts to perform the routine preventive maintenance. Contractor shall maintain accurate records of all visits in the official logbook located onsite. For each visit, Contractor shall record date, time, personnel present, actions taken, problems encountered, and repairs/solutions implemented, if any. The minor repair referred herein is defined as repair to be conducted without the need of **specialized** tools, equipment, labor or subcontractors.

1. **Groundwater Control & Monitoring System**

- a) On a weekly basis, Contractor shall conduct two (2) inspections and maintenance visits to the GWCMS. This task includes, but is not limited to, the routine preventive inspections and maintenance including troubleshooting, testing, cleaning, adjustments, tunings, (minor) parts replacement, lubrication, drains, minor repairs, and instrument and tank level readings for the following system components:
 - Well Vault
 - Pressure Regulators
 - Pumps
 - Valves
 - Motors
 - Belts
 - Compressors and Related Accessories
 - Gauges and Meters
 - Air and Water Hoses
 - Air and Water Filters
 - Strainer Filters
 - Secondary Containments
 - pH Meter/Probe
 - Chiller
 - Effluent Totalizer
 - Fuses
 - Sensors
 - Switches
 - Meters

- Drains, Relief valves, and Vents
 - Pressure Switch Tubing and Indicators
 - Diaphragm, Cartridges, and Seats
 - Ports
 - Air-Water Separators
 - Alarms Including Auto Dialer and Shutdown Alarms
 - Piping and Pipe Fittings
 - Tanks and Related Accessories and Fittings
 - Leachate System
 - PLC
 - Remote monitoring and control interface
 - Power Supply
- b) On a weekly basis, Contractor shall conduct one (1) groundwater extraction system and one (1) leachate collection system inspection and maintenance visit. Contractor shall perform monitoring for the potable water system including all pumps and tanks and related appurtenances. For each visit, Contractor shall take all necessary readings and record the date, time, personnel present, actions taken, problems encountered and repairs/solutions implemented, if any.
- c) Every two (2) weeks, Contractor shall conduct one (1) round of water level measurements for all groundwater extraction wells on the same day. All equipment used shall be decontaminated prior to lowering into the wells to avoid cross contamination.
- d) As the need arises, or per County's request, Contractor shall modify routine monitoring, inspection, and maintenance logs, and submit to Contract Administrator for approval.
- e) Contractor shall inspect, operate, and maintain additional extraction wells that may be installed in the future.

2. Water Supply System

Contractor shall perform routine preventive maintenance for all system equipment in accordance with the City and the Orange County Fire Authority (OCFA) requirements, manufacturer's recommendations, applicable maintenance and construction standards and practices on a weekly basis. Contractor shall perform routine maintenance in a timely fashion and with no system disruption/shutdown.

County will provide Contractor with plans for all components of the WSS. Contractor shall review manuals thoroughly. On a weekly basis, Contractor shall conduct all necessary readings, visual inspections and preventive maintenance for all components of the WSS, including the automated control panel and the following components as listed below.

- Pump Station
- Pumps
- 100,000 gallon reservoir tank (2)
- 53,000 gallon water tank (1)
- 7,000 gallon irrigation water tank (1)
- 20,000 gallon stand-tower (2)
- Booster pumps and motors
- Altitude valve (1) - manufactured by Cla-Val
- Air release valves - manufactured by Apco
- Backflow prevention (6) and other backflow prevention devices
- Fire suppression and sprinkler systems
- Fire hydrant (1)

- Remote monitoring and control interface

Task B. Olinda Scheduled Preventive Maintenance

Based on O&M manuals and manufacturers' recommendations, Contractor shall prepare a list/schedule of preventive maintenance for the various components of the GWCMS and WSS. Contractor shall submit such list/schedule to Contract Administrator within thirty (30) calendar days of contract award date for review and approval. The scheduled preventive maintenance shall be performed in a timely manner and with minimum disruption to the operation of any components of the system.

Prior to proceeding with the scheduled maintenance, Contractor shall submit a written proposal and obtain a preauthorization or a "Notice to Proceed" from Contract Administrator as described in Section IV Contractor Requirements.

1. Groundwater Control and Monitoring System

a) Annual 8,000 Hour Service on Two Atlas Copco Air Compressors

Annual 8,000-hour service on the two (2) Atlas Copco air compressors shall be performed in accordance with manufacturer recommendations and by a qualified manufacturer service certified technician. Replace parts if required.

Contractor shall prepare a report within thirty (30) calendar days after conducting the annual service on the two (2) Atlas Copco air compressors and submit to Contract Administrator. At a minimum, the report shall include test procedure summary, results, recommendations for improvements or repairs, and copies of field data recorded.

2. Water Supply System

a) Quarterly Maintenance Service

Lubrication of motors for water pumps shall be completed per manufacturer's recommendation. A maintenance log shall be kept, which includes contractor maintenance personnel name, date, and maintenance procedures used. Copies shall be provided to Contract Administrator.

b) Annual Maintenance Service

Altitude valve maintenance (1) - The maintenance services shall be conducted every year and shall include: cleaning valve stems of sediment and deposits, checking rubber parts for pliability, and conducting any necessary pilot control adjustments. A log of maintenance procedures shall be kept and include contractor name, date, results of maintenance event, and any future maintenance and/or operations recommendations. Copies shall be provided to Contract Administrator.

Altitude valve rebuild (1) – A Cla-Val manufacturing technician will be retained to inspect, fully open, and clean and replace gaskets and/or damaged fittings on the main valve and pilots. The valve settings will then be set and the valve tested for proper operation.

Fire hydrant (1) - The fire hydrant (1) shall be tested to a fully open setting for three minutes and then to a closed position to ensure ease and efficiency of operation. This test shall keep the valve in operation; however, the most important reason is to ensure that no line valves upstream have been shut off in the previous period. This fire hydrant open-

close test should be accomplished after any other line valves around the Site are tested. The Contractor shall comply with any other City and OCFA requirements for O&M of fire hydrants. A maintenance log shall be kept, which includes contractor name, date, and any maintenance procedures used. Copies shall be provided to Contract Administrator.

100,000-gallon reservoir tank (2) – Inspect seams and epoxy sealant on inside and outside of the tank. A video or photo log and written record of visual inspection information, including contractor name, date, inspection results, and recommendations, shall be prepared.

Backflow prevention devices (6) – An annual backflow prevention maintenance and operations test for six (6) devices are required, which shall be performed by a backflow test certified contractor. A log of testing results shall be kept, which includes contractor name, date, results of test, and any future maintenance and/or operations recommendations. Copies of the certified test passing results shall be provided to the City of Brea Maintenance Department, the County of Orange Health Care Agency/Environmental Health, and the Contract Administrator.

Fire hydrant (1) - All upstream valves should be tested (except permanently closed valves, if any) on an annual basis. A visual inspection for leaks and painting visibility should also be completed during these operations with repairs made, as deemed necessary. A maintenance log shall be kept, which includes contractor name, date, and any maintenance procedures used. Copies shall be provided to Contract Administrator.

Sprinkler/alarm systems (5) – Besides the five-year certification, an annual inspection with a report is required.

c) Every Five Years Maintenance Service

Sprinkler/alarm systems (5) - All sprinkler/alarm systems shall be subject to re-certification at every five (5) year period. This is a requirement of the CA State Fire Marshall's Code Title 19. The certification encompasses flow tests, 90-second notification to the OCFA, working order of alarm, and a visual inspection. Besides the five-year certification, an annual inspection is required. Results of these are to be submitted to the OCFA. A company's insurance company is also to receive these documents; however, since the County is self-insured, such a requirement is not applicable to the County.

Five (5) systems in all are to be certified. One (1) system serves the Crew Quarters and another system serves the Operations Office. Two (2) systems serve the two scale houses and another system serves the fee booth's lunchroom. Contractor shall perform the required five-year certification and annual year inspection on the five (5) systems as soon as the contract is awarded.

Task C. Non-Routine Maintenance

Non-routine maintenance is defined as maintenance/repair work that is not included or scheduled in Task A and Task B. Should the need arise or at Contract Administrator's request, Contractor shall respond to any non-routine maintenance/repairs within three (3) calendar days or sooner from date when problem was first noticed or request date.

Non-routine maintenance shall include, but not limited to, the following:

1. Work not included under Task A Routine Preventive O&M.

2. Improvement, repair, or replacement of deteriorated/broken system components, including all system's electrical, mechanical, structural, instrumentation/equipment components where it is not called for under Tasks A and B.
3. Installation of additional equipment to improve overall system performance.
4. Replacement of deteriorated/broken system components with other parts that may not be identical but performs the same function.
5. Repair or redevelopment of any or all groundwater extraction and monitoring wells.
6. Drilling of additional groundwater and monitoring extraction wells.
7. Maintenance requiring specialized manufacturer or specialized subcontractor expertise.
8. Repair, cleaning, testing or replacement of storage tanks.
9. Engineering support services as required and/or requested by the Contract Administrator.
10. Install structure to secure/protect the system and its components.
11. Maintenance, repair and/or improvements of detention basins' skimmers and risers including winches and cables.

Groundwater well monitoring and sampling (as needed): Contractor may be asked to sample groundwater monitoring wells at North Region by Contract Administrator. If this occurs, Contractor shall perform groundwater sampling according to County protocols (a copy of which will be provided upon request) and shall send samples to County's contracted laboratory. Sampling equipment, including generators, decontamination equipment, portable pumps, etc. shall be provided by Contractor. Ice chests, trip blanks, sampling bottles and Chain of Custody forms shall be provided by County.

Task D. Emergency Maintenance

Unscheduled automatic system shutdowns and Auto-dialer call outs are considered events that require high priority attention.

Contractor shall respond to all high priority events within twenty-four (24) hours. Contractor's 24-hour phone number shall be programmed into Auto-dialer and provided to Contract Administrator immediately after contract award. Contractor shall act as quickly as possible to minimize system shutdown time.

If County determines that an unscheduled automatic system shutdown, or Auto-dialer call out warrants an immediate response, Contractor shall consider this event an emergency and shall respond within three (3) hours of initial contact.

Contractor shall document all work approved by County. Contractor will attach documents with written Contract Administrator approval to monthly invoice.

Task E. Spare Parts

Contractor shall prepare a list of consumable supplies and recommended spare parts not already in stock, for the groundwater control and monitoring system and water supply system. Contractor shall submit such list to Contract Administrator within two (2) months of contract award date for review and approval.

Upon receiving Contract Administrator's written approval, Contractor shall procure spare parts and supplies, and store them onsite in a storage container provided by County.

VI. MATERIALS

No new material shall be installed without the written approval of County.

Where an exact amount cannot be determined beforehand, Contractor shall provide an estimate of potential cost, including taxes, shipping and handling.

VII. RECORDKEEPING REQUIREMENTS

Contractor shall save all field data in a digital format approved by Contract Administrator, and provide such data to Contract Administrator upon request.

Contractor shall keep a bound logbook and an electronic duplicate, where every visit and summary of the services rendered is recorded. Logbooks and electronic files shall be readily available for review by Contract Administrator.

No additional payments shall be made to Contractor for complying with these requirements.

VIII. REPORTING REQUIREMENTS

A written report after each inspection, including any findings and recommendations shall be submitted to Contract Administrator for review. No additional payments shall be made to Contractor for the preparation of reports.

Contractor shall prepare O&M reports for each calendar month and shall submit to Contract Administrator. Each report shall be due no later than the end of the third week of the following month. At a minimum, the reports shall include:

1. Summary of all routine monitoring, inspection, major events, and maintenance services performed under Task A and scheduled maintenance performed under Task B.
2. Problems encountered and measures taken to resolve, recommendations for improving operations O&M and performance of the GWCMS and WSS components.
3. Copies of routine monitoring, inspection, checklists, and maintenance logs.*
4. Unscheduled system shutdowns, emergencies, and problems encountered and remedial or repair work performed under Tasks C and D.
5. Recommendations for improving system operations and performance.
6. Work to be performed during the next month.
7. Update of the supplies and spare parts inventory list.
8. Accounting summary containing the following columns: Task Description, Budget, Revised Budget, Current Invoice, Total Billed to Date, % Expended, and Budget Remaining.

* Copies of field data sheets including the routine monitoring, inspection, checklists and maintenance logs shall be submitted within the first week of the following month.

ATTACHMENT B

FEE SCHEDULE

ROUTINE						
ITEM NO.	DESCRIPTION	UNIT	COST PER UNIT	QTY	FREQUENCY PER YEAR	ANNUAL COST
OLINDA ROUTINE PREVENTIVE OPERATIONS, MAINTENANCE & MONITORING						
A.1	Groundwater Control & Monitoring System	MO	\$2,113.51	1	12	\$25,362.13
A.2	Water Supply System	MO	\$645.44	1	12	\$7,745.22
OLINDA SCHEDULED PREVENTIVE MAINTENANCE						
B.1	Groundwater Control & Monitoring System					
B.1.a	Annual 8,000 Hr Service on Atlas Copco Air Compressors	EA	\$2,111.10	2	1	\$4,222.20
B.2	Water Supply System					
B.2.1	Pump Lubrication and Maintenance	EA	\$45.00	8	4	\$1,440.00
B.2.2	Altitude Valve Inspection, Cleaning and Testing	EA	\$720.30	1	2	\$1,440.60
B.2.3	Altitude Valve Rebuild	EA	\$1,409.30	1	2	\$2,818.60
B.2.4	Annual Fire Hydrant Test	EA	\$137.23	1	2	\$274.46
B.2.5	100,000 Gal Potable Fire Water Tank Diver Inspection	EA	\$4,639.73	2	1	\$9,279.47
B.2.6	Backflow Prevention Device Testing and Certification	EA	\$60.50	6	1	\$363.00
B.2.7	Annual Sprinkler/Alarm Systems Test (Administration and Scale Buildings)	EA	\$1,711.33	1	1	\$1,711.33
B.2.8	5-Year Sprinkler/Alarm Systems Test (Administration and Scale Buildings)	EA	\$1,711.33	1	1/5	\$342.27
TOTAL ESTIMATED ANNUAL COST FOR ALL ROUTINE SERVICES (PARTS A & B)						\$54,999.28

FEE SCHEDULE (continuation)					
NON-ROUTINE					
	DESCRIPTION	UNIT	RATE	EST. QTY	ANNUAL COST
LABOR					
	Field Technician	HR	\$42.00	500	\$21,000.00
	Office	HR	\$42.00	350	\$14,700.00
	Professional	HR	\$110.00	200	\$22,000.00
	Controls Specialist	HR	\$84.00	200	\$16,800.00
EQUIPMENT					
	Boom Truck	DAY	\$267.00	30	\$8,010.00
	Steam Cleaner	DAY	\$93.35	5	\$466.77
TOTAL ESTIMATED ANNUAL COST FOR ALL NON-ROUTINE SERVICES					\$82,976.77
TOTAL ESTIMATED ANNUAL COST FOR ALL ROUTINE & NON-ROUTINE SERVICES (PARTS A & B)					\$137,976.05

Professional classification includes management and professional staff such as Engineers, Geologists, Project Managers and Specialists.

Office classification includes office staff such as Project Coordinators, Drafters and other office personnel.

Field Technicians classification includes Field Technicians and Senior Field Technicians including any journeyman level trades performing work at the sites.

Controls Specialist classification includes system integrators and programmers responsible for installing, programming and maintaining PLCs, sensors and other electrical equipment.

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

**ATTACHMENT C
COMPENSATION & PAYMENT**

LABOR CHARGES

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

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

Rates for Emergency Maintenance are detailed below.

1. Emergency Maintenance (response within 3 hours)

- 7:00 am to 4:00 pm Monday through Friday and all day Saturday and Sunday:

Labor rates shall be at 2.0 times the rates defined herein.

- Holidays*

Labor rates shall be at 2.5 times the rates defined herein.

2. High Priority Maintenance (response within 24 hours)

- 7:00 am to 4:00 pm Monday through Friday and all day Saturday and Sunday:

Labor rates shall be at 1.5 times the rates defined herein.

- Holidays*

Labor rates shall be at 2.0 times the rates defined herein.

3. County-Requested After-Hours Maintenance

- 4:00 pm to 7:00 am Monday through Friday and all day Saturday and Sunday:

Labor rates shall be at 1.5 times the rates defined herein.

- Holidays*

Labor rates shall be at 2.0 times the rates defined herein.

*Holidays to include New Year's Day, Christmas, Memorial Day, Fourth of July, Thanksgiving Day, day after Thanksgiving Day, and Labor Day

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

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

SPECIAL EQUIPMENT RENTAL AND SPECIALIZED SERVICES COSTS:**Contractor's cost plus 10 % (shall not exceed 10%)**

Special equipment rented or specialized services used by the Contractor to perform work pre-approved by the Contract Administrator and not described in ATTACHMENT A SCOPE OF WORK shall be charged the actual cost plus the percentage stated above. The Contractor shall invoice the County in accordance with the terms and conditions provided herein.

SUBCONTRACTOR COSTS:**Listed Subcontractors – No Markup****Specialty Subcontractors – plus 10 % (shall not exceed 10%)**

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

When pre-approved by the Contract Administrator, the use of specialty subcontractors shall be reimbursed plus markup for work not described in ATTACHMENT A SCOPE OF WORK.

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

COMPENSATION:

This is an all-inclusive, firm fixed price Contract between County and Contractor for goods and services in accordance with Scope of Work. Contractor agrees to accept the specified compensation as set forth in this Contract as full compensation for performing all services and furnishing all staffing, labor, shipping, freight, insurance requirements, and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth for products and services delivered in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of total Contract amount specified**

herein unless authorized by amendment in accordance with Article "C" and "R" of County Contract General Terms and Conditions.

INVOICING:

The Contractor shall submit a monthly invoice directly to County Accounting for each calendar month by the third Wednesday of the following month, together with the monthly inspection sheets and any other required reports, applicable receipts, etc. The mailing address is: OC Waste & Recycling Attn: Accounts Payable, 300 North Flower Street, Suite 400, Santa Ana, CA 92703. Invoicing and payment related questions shall be directed to Accounts Payable.

All costs in each invoice will be itemized with reference to the SOW task number provided in the Contract and will clearly state the date of service and breakdown of charges. All extra services, in a minimum, will have a backup sheet describing work performed and by whom, start and finish times of work, date, and who authorized the work. The cost for the work including the fees and reimbursable items will be billed monthly by the Contractor to the County in congruence with the scheduled deliverable in this Contract/Task Order. Please note that the following information must be clearly referenced on each invoice:

- the Contractor's vendor code
- the Master Agreement (MA) number MA-299-18010447
- Contractor's name and address including email address
- Contractor's remittance address, if different from a. above
- Name of County agency/Contract Administrator
- Delivery/Service address
- All invoices shall reference the Task Number and the date of service.
- Product/services description that matches the description of the order
- Quantity, Unit of measure and Unit price that match those specified by the order and daily logs
- Sales tax, if applicable
- Freight/delivery charges, if applicable
- Total amount Contractor shall submit separate invoices for work completed.

All emergency and non-emergency services will have a backup sheet describing the name of the person; log sheets, time spent, reason for the visit, the time of the day, and charges for each visit and include any supporting documentation. Contractor shall include back-up consisting of:

- Personnel name(s).
- Date of visit, time spent, and the time of day.
- Reason(s) for the visit.
- Receipts of materials/parts procured and/or specialized equipment/tools rented.
- Sub-Contractor's invoice(s).

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

- Item Number (if applicable)
- Daily Log (if applicable)
- Description of Services
- Date of Service/Completion of Service, and duration
- Copy of Task Order Proposal, pre-approved by CA (if applicable)
- Labor Cost per Hour, job title and hourly rate
- Material Costs (including any back-up documentation such as vendor's invoice, delivery/packing slip as required)
- Subcontractor Costs, if applicable
- Equipment Costs, if applicable

- Mobilization/Demobilization, if applicable
- Total Invoice Amount

Invoices will not be processed without the required supporting documents.

Payment Terms:

Invoices shall be submitted in arrears. Billing shall cover equipment and services not previously invoiced. Payment due to the Contractor will be made within **forty-five (45)** days after receipt of a correctly submitted invoice in a format acceptable to the County of Orange and verified and approved by the agency/Contract Administrator and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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 Contract, and shall not be construed as acceptance of any part of the services.

ATTACHMENT D HEALTH & SAFETY PLAN REQUIREMENTS

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

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

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

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

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

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

A. PERMITS

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

B. REGULATORY COMPLIANCE AUTHORITIES

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

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

C. ORDINANCES

Construction shall conform to all Federal, State, County, and local codes, ordinances, regulations, and standards having jurisdiction thereof. In the case of conflict between any such applicable documents mentioned above and the specifications and drawings, the highest requirement shall

govern. No additional charges shall be allowed for any changes to make work conform to regulations of above-mentioned documents or governing agencies, but shall be considered as completely included in the Contract price.

D. CULTURAL/SCIENTIFIC RESOURCES

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

E. DISPOSAL OF SOLID WASTE

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

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

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

F. DISPOSAL OF LIQUID WASTE

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

G. STORM PROTECTION

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

H. NPDES STORM WATER DISCHARGES

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

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

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

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

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

I. DISCOVERED HAZARDOUS WASTE

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

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

2. The County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve a hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the County shall issue a modification under the procedures described in the Contract. If hazardous waste is found, the County will contact its key waste Contractor to properly remove and dispose of the waste. The Contractor shall not disturb the waste. The Contractor shall immediately notify the County if the waste is found leaking, not containerized, or vapors or odors are detected.
3. In the event that a dispute arises between the County and the Contractor where the conditions materially differ, or involve hazardous waste, or a decrease or increase in the Contractor's cost of, or the time required for performance of any part of the work, the Contractor shall not be excused any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor retains any and all rights provided either by the Contract or by law pertaining to the resolution of disputes and protests between the contracting parties.

J. CONTRACTOR GENERATED HAZARDOUS WASTE

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

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

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

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

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

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

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

K. FUGITIVE DUST EMISSION CONTROL

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

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

If the Contractor fails or refuses to correct the noncompliance immediately, County may terminate the Contractor's right to proceed with the work, by written notice to the Contractor. In such event, County may take over the work and prosecute the same to completion, by Contract or otherwise at the Contractor's expense, and may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, the Contractor and the Contractor's Sureties shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time. The Contractor shall not be entitled to any time extensions or compensation for any cost due to any such action as a result of the Contractor's failure to comply with those provisions of the County Fugitive Dust Emission Control Plan within the Contractor's control. The Contractor shall be responsible for ensuring that all Subcontractor(s) comply with the provisions of this section. The Contractor shall be liable for any action or fine imposed by the SCAQMD on those incidents of noncompliance that are within the Contractor's area of responsibility.

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

L. BIOLOGICAL AND HABITAT PROTECTION

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

M. MAINTENANCE FACILITY AND WORK AREA

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

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

The Contractor shall be responsible for maintaining clean equipment and a clean working area. Removal of contaminated soil as a result of maintenance activities shall be the sole responsibility

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

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

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

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

N. Red Imported Fire Ant Interior Quarantine of Orange County

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

ATTACHMENT F - sample

**OLINDA ALLPHA LANDFILL
GROUNDWATER REMEDIATION SYSTEM
COLLECTION/EXTRACTION FIELD DATA**

Staff: _____ Date: _____ Time: _____

Well No.	Well Depth	Top of Well Elev.	Depth to H ₂ O Surface	H ₂ O Surface Elevation	Counter Reading	Air Press. (psi)	Comments
EX 1-1	85						
EX 1-2	100						
EX 1-3	109						Deactivated.
EX 1-4	107						
EX 1-5	80						
EX 1-6	81						
EX 2-1	147						Deactivated.
EX 2-2	84						Deactivated.
EX 2-3	89						Deactivated.
EX 2-4	154						Deactivated.
EX 2-5	78						Deactivated. Counter broken.
EX 2-6	88						
EX 2-7*	N/A						
MH - 1	67						
MW-1							

*Slanted and Horizontal Well Casing

Alarms: Yes or No _____

Leachate Tank=
Seep Tank=
Leachate Level=
Totalizer=

Attachment F- sample (continued)

**OLINDA ALPHA LANDFILL
POTABLE WATER SUPPLY SYSTEM**

Inspection/Testing Checklist

Staff: _____ Date: _____ Time: _____

Parameter	Required Inspection/ Testing	Normal	Current	Comments/Action(s) Taken
Pump Station				
Alarm	Weekly	Off		
System Pumping?	Weekly	Yes/No		
Pump A	Weekly	On/Off		
Pump B	Weekly	On/Off		
Suction Pressure	Weekly			
System Pressure	Weekly			
Inspect Piping for Leaks	Weekly	No Leaks		
Booster Pumps - Lubrication	Depends on Hours			
Booster Pumps - Efficiency	Every 2 years			
Altitude Valve Maintenance	6 Months			
Air Release Valves	6 Months	As needed		
Backflow Preventers	Annually			
Hydro - pneumatic Tank	6 Months			

Attachment F- sample (continued)

**OLINDA ALPHA LANDFILL
POTABLE WATER SUPPLY SYSTEM**

Inspection/Testing Checklist

Staff: _____ Date: _____ Time: _____

Parameter	Required Inspection/ Testing	Normal	Current	Comments/Action(s) Taken
Reservoir Tank #1				
100,000 Gal Reservoir Tank Inspection	Annually			
Tank Level Board Gauge	Weekly	8 - 14 ft		
Tank Level PLC Reading	Weekly	8 - 14 ft		
Reservoir Tank #1 Volume (gallons)	Weekly			
Inspect Piping for Leaks	Weekly	No Leaks		
Inspect Tank Exterior for Leaks	Weekly	No Leaks		
Reservoir Tank #2				
100,000 Gal Reservoir Tank Inspection	Annually			
Tank Level Board Gauge	Weekly	8 - 14 ft		
Tank Level PLC Reading	Weekly	8 - 14 ft		
Reservoir Tank #2 Volume (gallons)	Weekly			
Inspect Piping for Leaks	Weekly	No Leaks		
Inspect Tank Exterior for Leaks	Weekly	No Leaks		
Total Reservoir Tanks #1 & #2 (gallons)	Weekly			
Corrosion Control System (Reservoirs)				
Battery connection on / off				
Sacrificial Anode Control Section setting				
Sacrificial Current on / off				
Reference Cells 1 / 2	Every 3 Months			
Cell 1 Sacrificial Current Reading (Amps)				
Cell 1 Potential Reading (mVolts)				
Cell 2 Sacrificial Current Reading (Amps)				
Cell 2 Potential Reading (mVolts)				
Reservoir #2 Booster Pump Station				
RW pump 1 HOA				
RW pump 2 HOA				
Check manual valves are open				
Exercise Manual valves	Quarterly			

Attachment F - sample (continued)

**OLINDA ALPHA LANDFILL
POTABLE WATER SUPPLY SYSTEM**

Inspection/Testing Checklist

Staff: _____ Date: _____ Time: _____

Parameter	Required Inspection/ Testing	Normal	Current	Comments/Action(s) Taken
Irrigation 53,000 gal reservoir @ 3106 gal / ft 23' 0"				
Tank Level Board Gauge	Weekly	8-14 ft		
Tank Level PLC Reading	Weekly			
Reservoir volume gallons	Weekly			
Inspect for Leaks	Weekly			
Irrig pump 1 HOA		A		
Irrig pump 2 HOA		A		
Check manual valves are open		O		
Exercise Manual valves	Quarterly			
RW 7,000 gal reservoir @ 845 gal / ft 12' 0"				
Tank Level Board Gauge	Weekly	0-7 ft		
Tank Level PLC Reading	Weekly			
Reservoir volume gallons	Weekly			
Inspect for Leaks	Weekly			
RW pump 1 HOA		A		
RW pump 2 HOA		A		
Check manual valves are open		O		
Exercise Manual valves	Quarterly			
Horizontal Blowdown reservoirs				
Tank Level Board Gauge	Weekly			
Tank Level PLC Reading	Weekly			
Reservoir volume gallons	Weekly			
Inspect for Leaks	Weekly			
RW pump 1 HOA		A		
RW pump 2 HOA		A		
Check manual valves are open		O		
Exercise Manual valves	Quarterly			

Notes:

**ATTACHMENT G
LIST OF SUBCONTRACTORS**

CONTRACTOR: Civil Environmental Services Inc. DBA CES

Subcontractor	Work, Trade, Service	License(s)	Percent of Work to be Provided	Location of Shop or Service
Atlas Copco CTS	Certified 8,000 hr Compressor service	NA	<1%	Santa Fe Springs, CA
Ramsey Backflow	Certified Backflow Testing		<1%	Riverside, CA
Muldoon Marine Services Inc.	Tank Diver Inspection		4%	Long Beach, CA
CLA-VAL Co.	Altitude Valve Services	NA	<1%	Perris, CA

FIGURE 1

