



**CONTRACT NUMBER
MA-299-23011468
WITH
CIVIL ENVIRONMENTAL SURVEY GROUP, INC. DBA CES
FOR
OPERATIONS & MAINTENANCE SERVICES OF VARIOUS GROUNDWATER SYSTEMS
AT CENTRAL REGION LANDFILLS**

THIS Contract Number MA-299-23011468 for O&M Services of Various Groundwater Systems at Central Region Landfills (“**Contract**”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, through its OC Waste & Recycling Department (“**County**”) and Civil Environmental Survey Group, Inc. dba CES, with a place of business at 33175 Temecula Pkwy. Ste. A #734, Temecula, CA 92592 (“**Contractor**”), with County and Contractor sometimes individually referred to as “**Party**” or collectively referred to as “**Parties.**”

RECITALS

WHEREAS, Contractor and County are entering into Contract Number MA-299-23011468, for O&M Services of Various Groundwater Systems at Central Region Landfills, under a firm-fixed price Contract, for three years, effective October 1, 2023 through September 30, 2026, in an amount not to exceed \$900,000; and

WHEREAS, County solicited Contract for O&M Services of Various Groundwater Systems at Central Region Landfills, and Contractor represented that it is qualified to provide O&M Services of Various Groundwater Systems at Central Region Landfills to the County; and

WHEREAS, Contractor agrees to provide O&M Services of Various Groundwater Systems at Central Region Landfills to the County as set forth in Attachment A, Scope of Work; and

WHEREAS, County agrees to pay Contractor the fees as further set forth in Attachment B, Contract Rates; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or Deputized designee to enter into a Contract for O&M Services of Various Groundwater Systems at Central Region Landfills with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including

but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

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

portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to carry 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 current, provide Certificates of Insurance, and endorsements on to the County during the entire term of this contract.

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

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**).

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 coverage including Owned, Scheduled, Non-owned and Hired vehicles	\$1,000,000 combined single limit each accident
Workers Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per accident or disease
Contractor's Pollution Liability	\$1,000,000 per claims-made, or occurrence

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing 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 Contractor's Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, employees, and agents* as Additional Insureds, or provide blanket coverage which shall state *As Required by Written Contract*.
- 2) A primary non-contributory endorsement evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Pollution Liability insurance must include coverage for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual or alleged discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants resulting from any services or work performed by, or behalf of, Contractor, including the transportation of hazardous waste, hazardous materials, or contaminants.

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

If the Contractor's Pollution Liability policy is a claims-made policy, Contractor shall agree to the following:

- 1) The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

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

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to 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 shall be emailed to OCWRPurchasing@ocwr.ocgov.com.

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 Contractor.

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 provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

- P. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

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

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

- R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Freight:** Prior to the County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers,

and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

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

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's Project Manager.

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

ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure O&M Services of Various Groundwater Systems at Central Region Landfills from Contractor as detailed in Attachment A, Scope of Work.
2. **Term of Contract:** This Contract is for a three-year term, effective October 01, 2023 through September 30, 2026, in an amount not to exceed \$900,000, with unused funds to be carried over year to year.
3. **Renewable Annually with Concurrence:** This Contract may be renewed, by mutual written agreement of both Parties for one additional two-year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.
5. **Precedence:** The Contract documents consist of this Contract and its exhibits 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 exhibits and attachments.
6. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.
7. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. 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.
8. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
9. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
10. **Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of

profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

- 11. Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

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

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

- 13. Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

- 14. Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

- 15. Data- Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

- 16. Contractor Safety:** Contractor shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("**Contractor Safety Responsibilities**") and submit a copy of its Injury and Illness Prevention Program (IIPP) and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. Contractor will notify County

Project Manager of any revisions to the Safety Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

17. Contractor Personnel: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

18. Contractor Personnel – Drug Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

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

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

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

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

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

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

22. Disputes- Contract:

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

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

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

- A. Terminate the Contract immediately, pursuant to Section K herein;
- B. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- C. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
- D. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

24. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

25. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

26. Default – Equipment, Software, or Service: In the event any equipment, software or service furnished by the Contractor in the performance of this Contract should fail to conform to the specifications therein, the County may reject same, and it shall become the duty of the Contractor to reclaim and remove the items without expense to the County and to immediately replace all such rejected equipment, software or service with others conforming to such specifications, provided that should the Contractor fail, neglect or refuse to do so, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment, software or service and to deduct from any monies due or that may thereafter become due to the Contractor the difference between the price specified in this Contract and the actual cost to the County.

In the event the Contractor shall fail to make prompt delivery as specified of any equipment, software or service, the same conditions as to the rights of the County to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.

In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by the County in procuring any equipment, software or service which the Contractor agreed to supply under this Contract shall be borne and paid for by the Contractor.

The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- 27. County Cooperative Contract:** This Contract is a cooperative contract and may be utilized by all County of Orange departments. The provisions and pricing of this Contract may be extended to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.


- 28. Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA) listed below, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor		County	
Name:	Civil Environmental Survey Group, Inc. dba CES	Name:	County of Orange, OC Waste & Recycling
Address:	33175 Temecula Pkwy. Ste. A#734 Temecula, CA 92592	Address:	601 N. Ross St. 5 th Floor Santa Ana, CA 92701
Attn:	Jim Keegan	Attn:	Alan Araujo
Phone:	951-898-6000	Phone:	714-834-4140
Email:	jkeegan@cesgroup.com	Email:	Alan.araujo@ocwr.ocgov.com


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

CIVIL ENVIRONMENTAL SURVEY GROUP, INC DBA CES*:

**If Contracting party is a corporation the following signature requirement applies: First (1st) signature by the Chairman of the Board, the President or any Vice President.*

Skye Green	CEO
Print Name*	Title*
	8/2/23
Signature*	Date*

***If Contracting party is a corporation the following signature requirement applies: Second (2nd) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

James Keegan	CFO
Print Name**	Title**
	8/1/2023
Signature**	Date**

***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. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

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

Print Name	Title
Signature	Date

APPROVED AS TO FORM

County Counsel

Paul Albarian

By Paul Albarian, Senior Deputy

08/03/2023

Date

ATTACHMENT A SCOPE OF WORK

I. SITE INFORMATION

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

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

- Santiago Canyon Landfill is located in Orange County near the City of Orange, on Santiago Canyon Road, approximately 2 miles southeast of the corner of Santiago Canyon Road and Jamboree Road. The address is 3099 Santiago Canyon Road, Orange CA 92869.
- Gothard Street Landfill is located in the City of Huntington Beach on the west side of Gothard Street, 1/4 mile south of Talbert Avenue between Golden West and Gothard Streets. The address is 18131 Gothard Street, Huntington Beach, CA 92648.
- Cannery Street Landfill is located northwest of Magnolia Street and Hamilton Avenue in the City of Huntington Beach. The physical address is 21377 Magnolia Street, Huntington Beach, CA 92646.
- Newport Avenue Landfill is located in Orange County, in the City of Costa Mesa. Specifically, the site is at the interchange of the Corona Del Mar and Newport Freeways (Freeways 73 and 55), and immediately east of Bristol Street.

II. CONTRACTOR REQUIREMENTS

A. GENERAL

1. Contractor shall provide maintenance and repair of Potable/Non-Potable Water Systems (PNPWS), Leachate Collection and Removal Systems (LCRS), Groundwater Extraction Systems (GES), Condensate Collection Systems (CCS), Storm Water Conveyance Systems (SWCS), Electrical System Components, composed of but not limited to level transducers, level alarms, and autodialers; general pump and Groundwater Monitoring Well (GMW) maintenance and quarterly ground water monitoring/sampling, as well as sewer lift station, and leach field, at our Central Region Landfills.
2. Contractor shall furnish all labor, tools, service vehicles, equipment to install and remove submersible pumps from wells, and to perform maintenance repairs to the various components of the LCRS, GES, GWM, SWCS, and PNPWS. The Contractor's project team shall consist of personnel with experience in maintenance, repair, sampling and troubleshooting of liquid conveyance systems described herein.
3. The contractor may be required to perform the annual fire pump test and five year test for the main office building fire pump (Electric) and the storage building fire pump (Diesel) and other associated repairs as needed under a Non-Routine task order. The contractor shall perform the work according to the procedures and regulations set forth by the Orange County Fire Authority.
4. The Contractor shall prepare and update Operation & Maintenance (O&M) Manuals as necessary. The Contractor shall submit complete as-built drawings or photographs

(digital & hardcopy) of changes or upgrades to the LCRS, GES, PNPWS, and GMW systems during the course of this Contract. All submitted material shall be submitted to engineering within 30 calendar days of project work completion for review and approval.

5. The County reserves the right to request staffing changes from the Contractor at any time during the term of the Contract, at no cost to the County. Any staffing changes requested by the Contractor shall require the submittal of resumes for the County's concurrence prior to implementing the change. County reserves the right to request a change in Contractor's O&M team personnel assigned to this Contract at any time with or without cause.
6. Contractor shall ensure that all systems are kept in good operating order.
7. Contractor shall not make any changes in personnel assigned to this project without approval from the County Project Manager (Site PM). All work shall be performed in a skillful and workmanship like manner. Contractor's O&M team shall consist of local, experienced personnel at all times.
8. Contractor shall check in by signing in on log sheet and check out by signing out on log sheet and when appropriate notify the site operations staff. Contractor and Subcontractor employees shall possess proper identification at all times. Contractor shall coordinate all work with the Site PM. Contractor shall bring to the attention of the Site Engineer and Site PM any potential problems discovered and offer suggestions or solutions before checking out.
9. Contractor shall take all reasonable precautions, as directed by the County, or in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect County property. Damages to County property caused by Contractor's negligence shall be repaired at no cost (both labor and material) to the County.
10. Contractor shall keep the work areas clean and free from any debris during and at the completion of each task. All construction related, non-hazardous debris, may be disposed of on site, free of charge, by the Contractor in accordance with all applicable codes, ordinances, and laws pertaining to the disposal of the material.
11. Subcontractors assigned to a particular job shall have current licenses in their respective trades, crafts, or professions by the State of California or local authority that require licenses in those jurisdictions.
12. A kickoff meeting may be held between the County Site Engineer, Site PM and Contractor after Contract award and after receipt and approval of Contractor's insurance certificates and Health & Safety Plan.
13. Contractor shall attend a monthly meeting to review the status of approved Task Orders, requests for service and budget status review.
14. Upon termination of the Contract, or upon County request, the Contractor shall surrender all spare parts, in good condition, to the Site PM.

B. MINIMUM QUALIFICATIONS

1. Contractor's Project Manager shall have a minimum of five years of experience in the operation and maintenance of ground water extraction systems similar in size and scope to the equipment referenced herein.

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

C. SUBMITTALS

1. Copy of Contractor’s license(s) and certification(s), including but may not be limited to: Class A License (General Engineering Contractor), C-10 (Electrical Contractor) and HAZ (Hazardous Substances Removal).
2. Qualifications/resumes for the proposed personnel (including Journeymen) to be assigned to perform services in accordance with this Contract.
3. Inventory list of Contractor’s tools, equipment, and vehicles (including make and model).

III. SYSTEM AND PROCESS DESCRIPTION

A. Leachate Collection and Removal Systems (LCRS)

1. A leachate sump constructed of 5-foot diameter concrete rings totaling 26 feet in depth and capped with a concrete slab with a 30-inch diameter manhole cover. The sump is equipped with level controls for alarm and activation/shut-down of pumps;
2. Two pneumatic pumps and air compressor.
3. One control panel with audio/visual alarm, flow recorder and electrical system;
4. Three 13,000-gallon storage HDPE leachate storage tanks with visual water level tubes, and related piping

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

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

B. Groundwater Extraction System (GES)

The purpose of the groundwater extraction system (GES) is to prevent groundwater from potentially coming into contact with the refuse by alleviating groundwater accumulation under the liner. It consists of two (2) 65-ft. deep extraction wells each with submersible electric pumps, valves, flowmeters, pressure gauges, liquid level sensors, and level alarm systems.

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

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

Horizontal sub-drains that are located in the northern portion of the landfill outside the limits of refuse also drain groundwater to a lined storage pond. This system consists of flex couplings and piping that convey groundwater to the storage pond.

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

C. Potable/Non-Potable Water Storage & Systems (PNPWS)

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

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

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

- Repair/replace pumps
- Repair/upgrade of control systems
- Repair/upgrade of alarm systems
- Inspection of pumps and systems
- An external and internal scheduled integrity inspection of both the potable and non-portable liquid steel tanks shall be performed; on the External parts of the steel tanks inspections shall be performed yearly on a routine basis, and on a routine 5 year basis an Internal inspection will take place.
- Repair/upgrade/replacement of any liquid pipelines.

D. Groundwater Monitoring Wells (GMW)

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

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

- Well redevelopment
- Installation and testing of a dedicated pump system
- Procure/install/update complete dedicated pump system and pump controller
- Procure/install/update ground and surface water field monitoring equipment
- Survey on a routine basis all horizontal well connections to the GW collections systems for any detached or separated well connections and report them to project management and engineering. Repairs to the horizontal ground water well connections will be completed on a non-routine basis.

E. Storm Water Conveyance System (SWCS)

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

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

F. Fire Water Pumps

There are two fire water pump systems on site. One system (Electric) provides fire water (potable water) to the main office building. The main office system consists of 30 horsepower electric motor powering a 500 GPM pump. The second system (Diesel) provides fire water (non-potable) to the crew's quarters, purple hydrant and storage building. The crew's quarters and storage building system consist of 110 horsepower diesel engines, 1.5 horsepower jockey pump, and a 1500 GPM fire pump.

IV. TASKS

A. REGULAR INSPECTION: OPERATION AND MAINTENANCE OF LCRS, GES, LCS, PNPWS (ROUTINE SERVICES)

1. Contractor shall prepare a checklist for routine inspection of the LCRS, GES, and the storage tanks according to the O&M manuals available and shall submit this checklist to the FRB Site Engineer for review and approval within three weeks of award of Contract. The checklist shall cover the entire LCRS and GES for a preliminary checklist and inspection sheet). The approved checklist shall be filled out during each inspection with a copy submitted after the inspection as part of the routine inspection report to the FRB Site Engineer.
 - a. Contractor shall perform one complete survey of all Horizontal Wells Monthly on a sequential manner such that all Horizontal Wells are fully inspected on a Monthly Basis. A map of the well locations will be provided. Any wells that the need repairs will be done on non-routine basis, subject to a Notice to Proceed (NTP) from Site PM.
2. Contractor shall perform one O&M inspection visit every week and complete the tasks listed in the FRB approved checklist during each visit. Contractor shall inspect the entire LCRS and GES, (LCS) Liquid Conveyance system and make adjustments as necessary to achieve the optimum performance of the system.
3. Contractor shall monitor/record data from the environmental system that includes but is not limited to tank volumes, flow meter readings, pump hours, compressor hours and sump levels weekly from equipment located at the tank farm and LCRS, (LCS) Liquid Conveyance Systems areas. Contractor shall record data on the county provided excel form and deliver by email the excel file the day the monitoring took place to site engineer for review and approval.
4. Contractor shall perform routine preventative maintenance of all equipment throughout the system per the O & M manual and in accordance with the manufacturer's recommendations and applicable maintenance and construction standards and practices. Contractor shall perform cycling of all LCRS, GES, stand tower actuators, motors, and remotes, and potable/non-potable system valves on a monthly basis and record/report any potential problems directly to Site Engineer or his authorized designee prior to leaving site. The Contractor shall perform these

tasks in a timely manner with minimum disruption of operation of any system and to keep all the work areas clean.

5. Should any replaced components be under the warranty period, the Contractor shall assist FRB Site Engineer in determining whether a defect is under warranty or not and make recommendations to the FRB Site Engineer. The Contractor shall coordinate all warranty related work with the vendors.
6. Contractor shall conduct monthly testing of all alarms, callout and emergency shutdowns of all systems and maintain a record of the test results in the official logbook described below.
7. Contractor shall provide list of valves and conduct regular testing of all valves, J-Stand pumps on a semi-annual basis, and maintain a record of these tests in the official logbook described below. Contractor shall conduct an annual external integrity inspection of the potable and non-potable water tanks and all associated systems as well as a five-year internal integrity inspection, to make sure all components are up to code by the OC Fire Authority standards.
8. Contractor shall maintain an official logbook to be kept on site. All visits made shall be logged in this book. Date, time, personnel involved, actions taken, and any other pertinent information shall be logged permanently in ink to include regular inspection, operation, maintenance, and monthly testing of all alarms. The Contractor shall use a digital camera for all photographic documentation. Photographs and photo files shall become the property of the County.
9. Contractor shall submit (electronically via "PDF" or other agreed upon format), by the second Wednesday of the following month, an inspection report of each month's activities to the Site Engineer. Each report shall be for one calendar month, containing a summary of events, services performed during the month, problems encountered, recommendations for repairs, monitoring activities, adjustments and remediation, summary of the monthly testing of alarms and emergency shutdowns, inventory status, and all the completed checklist and inspection sheets.
10. Contractor shall update the O&M manual as needed or as directed by Site Engineer.
11. Contractor shall maintain the list of consumable supplies and recommended spare parts inventory (included in the O & M manual). The list shall be updated as necessary and as directed by the Site Engineer. The Contractor shall keep a running inventory of such parts and ensure the availability of the parts at all times, including treatment chemicals, and Contractor shall include the status of the inventory in the monthly report. Upon termination of the Contract, the parts, supplies, and inventory shall remain the property of the County.
12. Upon written approval from Site PM, the Contractor shall purchase consumable supplies and spare parts and store them in the County provided storage container. Contractor shall invoice County in accordance with approved terms and conditions.

B. GROUNDWATER WELL MONITORING AND WATER SAMPLINER (NON-ROUTINE)

The contractor shall obtain water level measurements from groundwater well at Frank R. Bowerman Landfill, and Santiago Landfill, according to OCWR sample schedule and

sampling procedures. All water levels must be obtained prior to any well sampling being conducted.

Groundwater sampling will be conducted at Frank R. Bowerman Landfill and Santiago Landfill according to the County's sampling schedule. Groundwater sampling will be conducted by utilizing the County's QED micro purge sampling equipment (or approved equivalent) and the County's methods and procedures.

OCWR will coordinate with the lab to provide the necessary sample bottles and pick up times. The Contractor will be responsible to properly fill out the chain of custody according to OCWR's procedures. Well MW-1 at Santiago Landfill will be monitored on a monthly basis. Sampling schedule is subject to change at short notice. Contractor shall be required to fill out a field data sheet that will be turned into the County after the samples have been gathered.

The contractor shall be required to obtain leachate and condensate water samples (one sample each at FRB Landfill and Santiago Landfill), as well as groundwater sub-drains. There are a total of three locations that will be sampled quarterly at FRB according to the OCWR's sampling schedule and procedures. Contractor shall provide OCWR with at least 5 calendar days advance notice prior to day of sampling.

The Contractor may be asked to preform miscellaneous storm water sampling at the County's request.

C. LCRS, GES, SWCS, CONDENSATE WATER SYSTEM AND PNPWS (NON-ROUTINE)

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

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

D. GROUNDWATER MONITORING WELLS (NON-ROUTINE)

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

- Well re-development
- Installation and testing of a dedicated pump system
- Procure/install complete dedicated pump system and pump controller
- Procure/install ground and surface water field monitoring equipment
- Monitoring well abandonment
- Repairs to Horizontal wells connection to the Liquid Conveyance System.

E. SPECIAL SERVICES, TOOLS AND EQUIPMENT

1. When directed by the Site Engineer, the Contractor shall provide special tools and equipment as well as additional training for Central Region personnel, and perform

additional repair of the LCRS, GES, and Potable/Non-Potable Water Storage & Systems including electrical and mechanical work, with updated as-built drawings. All electrical work shall be performed by licensed electricians and according to National Electric Code (NEC) standards.

2. The County will reimburse the Contractor for using Subcontractors or specialized services, or renting special equipment that may be required to perform a particular job (not covered under Task A) only if it is pre-approved by the Site Engineer or Site PM. Material costs and other expenses incurred by the Subcontractors will only be reimbursed at actual Subcontractors' cost plus the percentage stated in this Contract, and in accordance with the terms and conditions of the Contract. The County will not reimburse the Contractor for an additional mark-up of materials if the Subcontractor has already charged a mark-up of their materials above their actual cost. If the anticipated cost of the Subcontractor's work or the specialized services exceeds \$3,000, the Contractor shall solicit three separate bids for the County reference, unless the provision is otherwise waived by the Site Engineer. Site Engineer reserves the right to review, approve and accept Subcontractor's qualifications.

F. EMERGENCY CALLS

Failure to respond within the 3-hour timeframe may result in termination of the Contract in accordance with the terms and conditions contained herein.

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

G. NON-EMERGENCY CALLS

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

OVERVIEW OF TERMS FOR NON-ROUTINE SERVICES

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

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

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

- Work not included in Routine Operation and Maintenance.

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

**ATTACHMENT B
CONTRACTOR RATES**

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

Rate Sheet - Task A Routine Tasks					
No.	Description	Unit	Cost Per Unit	Estimate No. of Units	Annual Cost
1.	Inspections	Weekly	\$587.00	52 wks.	\$30,524.00
1a.	Full Survey of Horizontal GW Drain Connection to Liquid Collection System	Each (insp. done monthly)	\$27.46	48 wells (to increase) 12 mn.	Estimate - \$1,318.08 mn. Estimate - \$15,818.40 yr.
2.	System Checks	Monthly	\$1,090.30	12 mn.	\$13,083.60
3.	Alarm Testing	Monthly	\$142.00	12 mn.	\$1,704.00
4.	Pump Test and Valve Checks	Semi- Annual	\$151.50	2	\$303.00
Total annual sum fee for all sites for Routine Services estimate:					\$61,433.00
Rate Sheet - Task B Non-Routine Tasks					
Description	Unit	Cost Per Unit	Estimate No. of Units	Annual Cost	
Groundwater well - Water level measurement	per well	\$86.80	80	\$6,944.00	
Groundwater well - Sample	per well	\$478.00	80	\$38,240.00	
Condensate Sample	per sample	\$71.65	2	\$143.30	
Leachate Sample	per sample	\$71.65	2	\$143.30	
Groundwater Sub-drain Sample	per sample	\$71.65	12	\$859.80	
Total projected annual sum fee for all sites for Non-Routine Services					\$46,330.40

LABOR CLASSIFICATION DEFINITIONS:

Supervisory – a person with superior technical knowledge that oversees project work.

Technician – a skilled laborer with technical knowledge to perform work that does not require an on-site supervisor.

Electrician – a tradesman specializing in electrical wiring of buildings, stationary machines, and related equipment which is licenses verified to perform electrical work in Orange County.

Non-Supervisory – includes highly-trained field staff to perform work under the direction of on-site supervisory staff.

Project Manager – management of contract and project task orders.

Rate Sheet - Labor Rates Tasks C, D, E, F and G			
Personnel	Straight Time Hourly Rate	Overtime Hourly Rate	Holiday Hourly Rate
Supervisory	\$88.00	\$176.00	\$176.00
Technician	\$58.00	\$116.00	\$116.00
Electrician	\$115.00	\$230.00	\$230.00
Non-supervisory	\$75.00	\$150.00	\$150.00
Project Manager	\$120.00	\$240.00	\$240.00

ATTACHMENT C
COMPENSATION, PAYMENT TERMS AND INVOICING INSTRUCTIONS

COMPENSATION

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

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, shipping, freight, insurance requirements, and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the Contract requirements until acceptance, for risks connected with the services and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for materials and services delivered in accordance with the Scope of Work.

TERMS

Contractor shall submit a **monthly** invoice in **arrears** for the materials and services provided in the amounts listed which shall become effective and billable upon delivery and acceptance of said materials as outlined in Attachment A, Scope of Work, and Attachment B, Contractor Rates. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor.

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

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

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 Contractor Rate shall include direct and indirect labor charges, truck, all necessary equipment, tools, overhead, travel, other expenses, and all profit applicable to services identified by Contractor. Overtime will not be paid, unless specifically authorized by the Contract Administrator at the time the request for service is initiated.

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

MATERIAL COSTS:

Materials purchased by the Contractor for landscape services shall be charged the actual cost of the materials (excluding all applicable taxes) plus the percentage stated above. County shall reimburse contractor for all freight charges at cost as presented- no mark-up allowed. Contract shall provide with his invoice a copy of the supplier's invoice for all materials costing over \$50. (No mark-up will be

applied to the taxes or freight.) Contractor warrants all labor and material used in the work for a period of one (1) year (or in accordance with manufacturer's warranty if longer) after completion of repairs.

SPECIAL EQUIPMENT RENTAL AND SPECIALIZED SERVICES COSTS:

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

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

SUBCONTRACTORS COSTS:

Listed Subcontractors – No markup shall be allowed

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

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

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

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

INVOICING INSTRUCTIONS

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction.

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

- a. Contractor's Name and Address
- b. Contractor's Federal Tax I.D. Number
- c. Contractor's Remittance Address, if different from above
- d. Name of County Department
- e. MA Number MA-299-23011468
- f. Complete Breakdown of Charges including Delivery Address
- g. Supporting Approval Documents for Non-Routine Task Orders, as applicable
- h. Total

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

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

Payment (Electronic Funds Transfer EFT): The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. To request a form, please contact the department's procurement representative. Completed form and required documentation must be submitted by mail to the physical address listed on the EFT form. Forms submitted electronically will not be accepted.

ATTACHMENT D
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 ensure 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 E
HIGH-RISK CONTRACT REQUIREMENTS (COUNTY)

The County of Orange has designated this Contract for O&M Services of Various Groundwater Systems at Central Region Landfills for OCWR as a High-Risk Contract. This Safety Packet specifies the requirements expected from the Contractor performing O&M Services of Various Groundwater Systems at Central Region Landfills for OCWR. The Contractor shall be liable for any action or inaction resulting in a fine imposed by regulatory agencies on incidents of noncompliance within the Contractor's area of responsibility. The Contractor shall be responsible for ensuring that the Contractor's Subcontractor(s) comply with these Safety provisions.

A. CONTRACTOR SAFETY

Contractor shall conduct all operations and perform all services in a safe manner. Contractor shall implement and maintain all proper health and safety precautions to protect its employees, subcontractors, County staff, the public, and the environment. Contractor shall conform to the OC Waste & Recycling Code of Safe Practices, the County of Orange Safety and Loss Prevention Program #306 and CAL/OSHA standards, as well as all other applicable laws, codes and regulations.

Contractor shall submit Contractor's Injury and Illness Prevention Program (IIPP). Contractor's IIPP shall meet the minimum requirements of California Code of Regulation (CCR), Title 8, Section 1509 and 3203 and maintain compliance with all local, municipal, state and federal safety and health laws, orders, and regulations applicable to Contractor operations in performance of this Scope of Work. At a minimum, the IIPP must comply with the minimum site-specific standards as set by OCWR.

The IIPP, County's Safety and Loss Prevention Policy and Procedure #306, signed and completed Contractor Safety Activity Checklist will be approved by OCWR's Safety Culture Manager **PRIOR** to any Contractor staff entering County owned or operated landfills and facilities.

For more details and information, contact OCWR Safety Manager Mario Almaraz at:
mario.almaraz@ocwr.ocgov.com

EXHIBIT 1
COUNTY'S SAFETY AND LOSS PREVENTION POLICY AND PROCEDURE #306

** This Exhibit 1 signed, Exhibit 2 completed, and Contractor's H&SP/IILP shall be submitted and approved before any work shall begin.*

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Exhibits attached separately as OC Waste & Recycling Safety Packet

**EXHIBIT 2
CONTRACTOR SAFETY – ACTIVITY CHECKLIST**

** This Exhibit 2 completed, Exhibit 1 signed, and Contractor's H&SP/IILP shall be submitted and approved before any work shall begin.*

Exhibits attached separately as OC Waste & Recycling Safety Packet

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**EXHIBIT 3
JOBSITE SAFETY CHECKLIST**

**This Exhibit 3 is for reference. During this Contract term, the Project Manager will utilize the most current Jobsite Safety Inspection checklist when conducting regular inspections of the Contractor's jobsite.*

Exhibits attached separately as OC Waste & Recycling Safety Packet

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**EXHIBIT 4
OC WASTE & RECYCLING CODE OF SAFE PRACTICES**

Exhibits attached separately as OC Waste & Recycling Safety Packet

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