



CONTRACT NUMBER MA-299-22011943
WITH
CIVIL ENVIRONMENTAL SURVEY GROUP, INC. DBA CES
FOR
OPERATIONS AND MAINTENANCE SERVICES OF GROUNDWATER CONTROL, MONITORING,
AND WATER SUPPLY SYSTEMS AT NORTH REGION LANDFILLS

THIS Contract Number MA-299-22011943 for Operations and Maintenance Services of Groundwater Control, Monitoring, and Water Supply Systems at North 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 principal office located at 33175 Temecula Pkwy. Ste. A#734, Temecula, CA 92592 (“**Contractor**”). County and Contractor are sometimes referred to collectively as “**Parties.**”

RECITALS

WHEREAS, County and Contractor are entering into this Contract for Operations and Maintenance Services of Groundwater Control, Monitoring, and Water Supply Systems at North Region Landfills, under a firm and fixed price, for three-years, effective November 15, 2022 through November 14, 2025, in an amount not to exceed \$1,050,000, with unused funds to be carried over from year to year; and

WHEREAS, Contractor agrees to provide the Operations and Maintenance Services of Groundwater Control, Monitoring, and Water Supply Systems at North Region Landfills, as set forth in the Scope of Work, attached hereto as Attachment B, and incorporated herein; and

WHEREAS, Contractor agrees to accept payment set forth in Fee Schedule, attached hereto as Attachment C and incorporated herein;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS:

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made

in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnittees 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 Indemnittees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, 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:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provision:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-

insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

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

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

Qualified Insurer

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

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

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

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

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA

0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

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

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

The 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, agents and employees* as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

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

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

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

If Contractor's Pollution Liability policy is a claims-made policy, Contractor shall agree to maintain coverage for two (2) years following completion of Contract.

Insurance certificates shall list the County of Orange, along with the agency/department address listed in Notices, as the Certificate Holder.

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/County Procurement Office or the agency/department purchasing division, award may be made to the next qualified vendor.

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

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

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

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

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

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

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

- R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

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

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

AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS:

- 1. Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor shall provide Operations and Maintenance Services of Groundwater Control, Monitoring, and Water Supply Systems at North Region Landfills.
- 2. Term:** This Contract shall be for a three (3) year term, effective November 15, 2022 through November 14, 2025, in an amount not to exceed \$1,050,000, with unused funds to be carried over from year to year, unless otherwise terminated as provided herein.

3. **Renewable Annually with Concurrence:** This Contract may be renewed for an additional two (2) year term, by mutual written agreement of both Parties, in an amount not to exceed \$700,000. The County does not have to give reason if it elects not to renew. Renewal may be subject to approval by the County of Orange Board of Supervisors.
4. **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 County's Project Manager prior to the start of any work performed under this Contract. 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.
5. **Safety Data Sheets (SDS):** Contractor is required to provide a Safety Data Sheet (SDS) compliant with California Code of Regulations, Title 8, Section 5194, for each hazardous substance that is provided, used or created as part of the goods or services provided by Contractor to County. The SDS for each substance must be sent to either the County Project Manager, as specified in the "Notices" provision of this Contract, or to the place of shipment or provision of goods/services.
6. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
7. **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.
8. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon past usage. The Contractor agrees to supply services requested, as needed by the County, at rates/prices listed in the Contract, regardless of quantity requested.
9. **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.
10. **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.
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. **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.
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 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.
17. **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.
- 18. 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.
- 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. **County's Project Manager:** The County Project Manager will act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.
- The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and Contractor personnel from providing services to County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 3 calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld.
25. **Contractor's Project Manager:** Contractor Project Manager will direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.
26. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
27. **Publication:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
28. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
29. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County DPA. Any requests for interviews or

information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County.

- 30. 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.

- 31. 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.

- 32. 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.

- 33. 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 will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any subordinate contract entered into with another governmental entity pursuant to 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. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The Contractor is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the County of Orange departments and governmental entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

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.



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

Contractor	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: Nikil Patel
Phone: 951-898-6000	Phone: 714-986-2390
Email: jkeegan@cesgroup.co	Email: nikil.patel@ocwr.ocgov.com
	CC: Procurement
	Alan Araujo
	Phone: 714-834-4140
	Email: alan.araujo@ocwr.ocgov.com

[Signature Page Follows]

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

CIVIL ENVIRONMENTAL SURVEY GROUP, INC. DBA CES*

Skylar Green	CEO
Print Name	Title
	8/23/22
Signature	Date
James Keegan	CFO
Print Name	Title
	8/23/22
Signature	Date

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

08/25/2022

Date

**ATTACHMENT A
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. 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 a detailed Health and Safety Plan (H&SP) including 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 H&SP must comply with the minimum site-specific standards as set by OCWR.

The H&SP will be approved by OCWR's Safety Culture Manager PRIOR to any Contractor staff entering County owned or operated landfills and other facilities.

B. PERMITS

1. 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. 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. 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.

C. REGULATORY COMPLIANCE AUTHORITIES

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

- Waste Discharge Requirements issued by the respective California Regional Water Quality Control Boards;
- Resource Conservation and Recovery Act, Subtitle D;

- California Code of Regulations Titles 8 (Cal-OSHA), 14, 23, and 27;
- South Coast Air Quality Management District Rules 403, 431.1, Title V, NSPS and 1150.1;
- National Pollutant Discharge Elimination System (NPDES);
- County of Orange, OC Public Works Department;
- County of Orange, OC Public Works Department Grading Manual and Excavation Code;
- Uniform Fire Code;
- Others may include: APWA Standard Specifications, current County of Orange Hydrology Manual and California Environmental Quality Act, as well as instructions set forth by the Director of OC Waste & Recycling or designee; and
- Any other agency permits pertinent to the Project.

D. 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.

E. CULTURAL/SCIENTIFIC RESOURCES

1. County may employ the services of a paleontological/archaeological firm to monitor excavation at a project site. 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 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.

F. DISPOSAL OF SOLID WASTE

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 Contractor elects to dispose of Class III refuse in any OC Waste & Recycling operated landfill, 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 County. Contractor shall contact the Site Project Manager 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. 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. Contractor shall submit proof of this firm being retained by the Contractor within ten (10) calendar days of the effective date of the Contract. Any unacceptable refuse left beyond thirty (30) days may be disposed of by the County and any related costs shall be deducted directly from the monthly invoicing, performance bond, or other method at the option of OC Waste & Recycling, as stated within Section N of this Attachment, Maintenance Facility and Work Area.

G. DISPOSAL OF LIQUID WASTE

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%.

H. STORM PROTECTION

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

I. NPDES STORM WATER DISCHARGES

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

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

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.

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 Site PM.

J. DISCOVERED HAZARDOUS WASTE

1. 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
 - c. 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. 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 Parties where the conditions materially differ, or involve hazardous waste, or a decrease or increase in Contractor's cost of, or the time required for performance of any part of the work, 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. 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.

K. CONTRACTOR GENERATED HAZARDOUS WASTE

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.

Contractor must have an OC Waste & Recycling Safety Officer reviewed and County approved Emergency/ Contingency Plan for handling spills of hazardous, liquid or nuisance materials it is using while working on County property or elsewhere when performing work on 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 County.

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.

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

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.

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

L. FUGITIVE DUST EMISSION CONTROL

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

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

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

OC Waste & Recycling's Fugitive Dust Emission Control Plan (SCAQMD Rule 403-Fugitive Dust-April 1993) is available for Contractor's review in the offices of the Site PM.

M. BIOLOGICAL AND HABITAT PROTECTION

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

N. 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 OC Waste & Recycling. Any Contractor permitted to utilize this area shall inspect the area and comply with any and all provisions of these Regulatory Compliance Section Articles. All Contractors shall keep the facility clean. If this facility becomes unavailable to the County's Equipment Maintenance Contractor for any reason, the County's Equipment Maintenance Contractor shall be provided an alternate location acceptable to the Site PM. No such guarantee of an alternate location is made to any other Contractor or hauler by the County. All costs related to relocating the facility is the sole responsibility of the County's Equipment Maintenance Contractor and shall be included as part of the fixed rate Contract.

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

Contractor shall be responsible for maintaining clean equipment and a clean working area. Removal of contaminated soil as a result of maintenance activities shall be the sole responsibility of the Contractor and shall be mitigated to OC Waste & Recycling's satisfaction immediately following written notice from the Site PM. The area of contamination may be tested and certified by a third independent party qualified to conduct the evaluation. The proposed certifying firm shall submit qualifications to the Site PM for acceptance and approval. All costs associated with contaminated soil removal, disposal and certification, if necessary, shall be the sole responsibility of the Contractor. Prior to removal, the Contractor must provide a manifest of transport showing legal disposal of contaminated material. A copy of the manifest, certified and approved by the disposal location, shall be provided to OC Waste & Recycling prior to shipment. If the manifest is not submitted,

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

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

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

O. RED IMPORTED FIRE ANT INTERIOR QUARANTINE OF ORANGE COUNTY

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 B
SCOPE OF WORK**

I. SITE INFORMATION

OC Waste & Recycling (**OCWR**) operates the County's waste disposal system which is comprised of 3 active landfills, approximately 20 former waste disposal stations, and 4 household hazardous waste collection centers. The landfill system is divided into three geographical regions: North Region, Central Region, and South Region. This Scope of Work (**SOW**) addresses Operations and Maintenance (**O&M**), of the Groundwater Control and Monitoring Systems (**GWCMS**), Water Supply Systems (**WSS**) and Stormwater Management System (**SWMS**) at the North Region Landfills (**North Region**).

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

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

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

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

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

II. SYSTEM DESCRIPTION

A. OLINDA GROUNDWATER CONTROL & MONITORING SYSTEM

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

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

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

The groundwater treatment unit consists of a 7,000-gallon collection tank inside a concrete secondary containment, two air compressors, two air dryers and a receiving tank, and two activated carbon vessels. The air compressors provide air to the extraction wells' pneumatic pumps. A portion of the compressed air passes through the dryers to remove moisture prior to delivery to the extraction well pumps. The treatment unit is designed to handle influent flow rates of up to 30 GPM and to decrease VOC concentrations to within regulatory limits. At this time, the treatment unit is being bypassed but will remain as a back-up system in the event groundwater VOC concentrations necessitate treatment. In addition, the seepage collection is also connected to the treatment system.

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

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

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

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

1. Extraction and Collection System:

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

2. Treatment System:

- a. Two (2) carbon polishing vessels
- b. Feed/recycle tanks and pumps
- c. One (1) final treated water storage tank
- d. Motor control center
- e. PLC with remote monitoring and control

3. Leachate Collection System:

- a. A leachate sump, pump, and related piping/fittings
- b. One (1) 10,000 gallon storage tank

- c. One (1) Programmable Logic Control (PLC) panel
- d. One (1) carbon drum
- e. System is Solar Powered

4. Monitoring System:

- a. Sixteen (16) groundwater-monitoring wells at Olinda. Wells may be added/abandoned in the future as the need arises
- b. Twelve (12) groundwater-monitoring wells at the inactive landfill sites within the North Region

B. OLINDA WATER SUPPLY SYSTEM

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

a. System Components

- i. Pump Stations
- ii. Booster Pumps
- iii. Pumps P-1 through P-8
- iv. Two (2) 100,000 gallon potable water reservoir tanks
- v. One (1) 53,000 gallon tank for dust control
- vi. One (1) 7,000 gallon tank for irrigation
- vii. Two (2) 20,000 gallon elevated tanks for dust control (plus three (3) additional stands for a total of five (5)), construction scheduled to be completed January 2023
- viii. Fixed and mobile J-stands
- ix. Altitude Valve
- x. Air Release Valves
- xi. Control Valves
- xii. Backflow prevention devices
- xiii. Fire Hydrant
- xiv. Irrigation System
- xv. Fire Protection alarm/sprinklers
- xvi. PLC with remote monitoring and control
- xvii. Three (3) 20,000 gallon fire tanks (Valencia Greenery), construction scheduled to be completed April 2023

C. OLINDA STORMWATER MANAGEMENT SYSTEM

SWMS consists of a treatment train of automated flocculant and coagulant dosing systems, skimmers, and desilting basins. Skimmers are used to control the discharge and quality of stormwater leaving the basins, basin locations are as shown in Figure 1.

1. Basin A

- i. Automated dosing system
- ii. Three (3) Skimmers
- iii. Three (3) Winches
- iv. One (1) Riser

2. Basin B

- i. Automated dosing system
- ii. Two (2) Skimmers
- iii. Two (2) Winches
- iv. One (2) Riser

3. Basin C

- i. Automated dosing system
- ii. Six (6) Skimmers
- iii. Six (6) Winches

4. Automated Dosing Systems

- i. Two (2) XD4 Whisper Vane electric dosing pumps
- ii. AV9000 Area Velocity Analyzer liquid flow meter
- iii. Three (3) 360 watt Solaria PowerXT solar panels and inverter
- iv. Two (2) 10kWh lithium-iron phosphate battery packs
- v. Control system utilizing wireless communication, HMI, and PLC
- vi. Two (2) 275 gallon totes, one containing a coagulant product (LBP-2101, subject to change) and the other containing a flocculant (Liquifloc 2%, subject to change)

D. CLOSED SITES

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

- 1. Villa Park Refuse Disposal Station – 4 Monitoring Wells
- 2. La Habra Refuse Disposal Station – 3 Monitoring Wells
- 3. Reeve Pit Refuse Disposal Station – 5 Monitoring Wells

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

III. CONTRACTOR REQUIREMENTS**A. GENERAL**

- 1. Contractor shall furnish all personnel, labor, tools, equipment (including boom truck), materials, and transportation to perform routine, scheduled, non-routine, and emergency O&M, and troubleshooting for the GWCMS, WSS and SWMS. The systems should be operational at all times, except for scheduled maintenance shutdowns.
- 2. County will provide the Contractor with one set of O&M manuals. Contractor shall thoroughly review and become familiar with O&M manuals. Contractor shall update the O&M manuals and provide said updates to the County, within 30 days of any modifications done and/or have been implemented to the system.
- 3. Contractor shall proceed with the Olinda Routine Preventive Operation and Maintenance as described in Task A below per the agreed monthly fee. No preauthorization or written proposal is required. Contractor shall notify the County Project Manager or designee prior to commencing any work where specialized expertise/services of equipment manufacturers or subcontractors are required.
- 4. Contractor shall prepare and submit to County Project Manager a written proposal containing itemized estimate for all Olinda Scheduled Preventative Maintenance and Non-Routine Maintenance work exceeding one thousand-five hundred dollars (\$1,500) in cost. Contractor shall proceed only after receiving a “Notice to Proceed” letter from County Project Manager or designee.

5. For Olinda Scheduled Preventative Maintenance or Non-Routine Maintenance work, one thousand-five hundred dollars (\$1,500) or less, a preauthorization recorded on a Backup Sheet/Pre-Authorization Form (to be provided) from the Contractor stating concurrence and written approval or verbal/email authorization from the County Project Manager or designee is required. For Emergency Work, refer to Task D.
6. Contractor and their employees (including subcontractors) shall check in and check out on the visitor log, located in the main office of the landfill, and in person with Engineering personnel. Contractor and their employees (including subcontractors) shall possess proper identification at all times.
7. Contractor shall bring to the attention of the County Project Manager or designee any potential problems discovered during course of work and offer suggestions or solutions before checking out.
8. Contractor, the Contractor's Project Manager/Supervisor and assigned field technicians shall have at least five (5) years of experience in GWCMS and WSS O&M.
9. Contractor shall take all reasonable precautions in accordance with sound industrial practices to safeguard and protect County property. Damages to County property, adjoining property and/or landscaping caused by Contractor's negligence shall be repaired at no cost (both labor and material), and to its original condition(s) to the satisfaction of the County Project Manager or designee.
10. Contractor shall deliver the project complete in all parts and shall be solely responsible for completion of all work in a manner satisfactory to the County.
11. Contractor shall keep the work areas clean and free from any debris at the completion of work. All debris shall be disposed of at Olinda by the Contractor in accordance with all applicable codes, ordinances, and laws pertaining to the disposal of the material. Contractor shall maintain area around equipment clear of weeds and other seasonal invasive/non-native vegetation.
12. Meetings requested by County to discuss Contractor's performance deficiencies or pursuant to County's Audit/Inspection rights shall not be billed to County. Meeting requested by County Project Manager or designee for project related matters (not related to performance deficiencies) may be billed to County on a time and materials basis.
13. County shall not be responsible for Contractor's drinking water, telephone, fax, copy, and toilet needs while its workers are on site premises.
14. Contractor shall have Class A license. Contractor shall, at all times during the term of this contract, maintain in full force and effect such licenses as may be required by the State of California or any other government entity for Contractor to perform the duties specified herein and provide the services required pursuant to this contract.
15. Contractor shall assign on the site, during project work, a competent English-speaking staff and any necessary assistants, all satisfactory to the County Project Manager or designee. The staff shall have a minimum of five (5) years of experience in GWCMS and WSS maintenance. The superintendent/technician

shall not be changed without the consent of the County Project Manager or designee. A superintendent/technician shall be on site at all times when work is being performed. At no time will an apprentice, helper/laborer or sub-journeyman be permitted to work without supervision.

16. Proposed personnel to be assigned to operate, maintain, and perform any services in accordance with the contract must have at least five (5) years of experience. Contractor shall provide complete resumes of each person to be assigned to the project and designated role of each person. Contractor and personnel assigned to the job site must have the “40-hour training” as required by OSHA 29 CFR 1910.120 and must be well equipped and trained to face a hazardous situation.
17. Contractor must have the ability to respond on-site to any emergency per timeframes required in Task D. Emergency Services. Contractor shall also be able to provide a 24-hour telephone number.
18. Contractor shall retain necessary engineering support for system troubleshooting as required.
19. Contractor shall warranty all labor, equipment, and materials/parts incorporated in this work for a period of no less than 90 days from the date of acceptance in addition to the manufacturer’s warranty. The Contractor at its sole expense shall provide warranty coverage for maintenance or repair work should a component malfunction, fail, or problems re-occur as a result of poor workmanship, defective replacement parts, misdiagnosed problem, or oversight during the warranty period. The County shall not compensate Contractor for labor, equipment, and materials/parts during the warranty period. The Contractor shall be responsible to implement the warranty coverage for labor performed by its subcontractors and for materials, equipment, or parts supplied by its manufacturers and vendors.
20. Contractor shall maintain and log all operational and maintenance activities performed in the Daily O&M site log. An electronic version shall be made available for County staff at all times.
21. Contractor shall provide the County copies of any test results immediately following the completion of the required tests. Copies of test certificates shall be furnished within 2 weeks from the completion date of the required tests.
22. Contractor shall be able to provide, by itself, at least 80 percent of the quantity of work defined in Attachment B, Scope of Work, without Subcontractor services. Contractor may perform less than 80 percent of work under specific individual task orders upon written approval by County Project Manager or designee.

IV. TASKS

A. TASK A – OLINDA ROUTINE PREVENTATIVE OPERATION AND MAINTENANCE

Contractor shall perform routine Preventative O&M for all system equipment in accordance with O&M manuals, manufacturer’s recommendations, and applicable maintenance procedures, standards, and practices. All work is to be performed in a timely fashion and with minimum system disruptions/shutdowns.

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

1. Groundwater Control & Monitoring System

- a. On a regular basis, Contractor shall conduct two (2) inspections and maintenance visits to the GWCMS. Contractor shall check all components of the system and perform non-invasive troubleshooting as necessary to determine the cause of improperly functioning components. Contractor shall make necessary minor repairs such as fixing hose connections and replacing parts such as gauges with existing spare parts. This task includes, but is not limited to, the routine preventive inspections and maintenance including testing, cleaning, adjustments, tunings, lubrication, drains, and instrument and tank level readings for the following system components:
 - i. Well Vault
 - ii. Pressure Regulators
 - iii. Pumps
 - iv. Valves
 - v. Motors
 - vi. Belts
 - vii. Compressors and Related Accessories
 - viii. Gauges and Meters
 - ix. Air and Water Hoses
 - x. Air and Water Filters
 - xi. Strainer Filters
 - xii. Secondary Containments
 - xiii. pH Meter/Probe
 - xiv. Effluent Totalizer
 - xv. Fuses
 - xvi. Sensors
 - xvii. Switches
 - xviii. Meters
 - xix. Drains, Relief valves, and Vents
 - xx. Pressure Switch Tubing and Indicators
 - xxi. Diaphragm, Cartridges, and Seats
 - xxii. Ports
 - xxiii. Air-Water Separators
 - xxiv. Alarms Including Auto Dialer and Shutdown Alarms
 - xxv. Piping and Pipe Fittings
 - xxvi. Tanks and Related Accessories and Fittings
 - xxvii. Leachate System
 - xxviii. PLC
 - xxix. Remote monitoring and control interface
 - xxx. Power Supply

- b. On a weekly basis, Contractor shall conduct one (1) groundwater extraction system and one (1) leachate collection system inspection and maintenance visit. For each visit, Contractor shall take all necessary readings and record the date, time, personnel present, actions taken, problems encountered, and repairs/solutions implemented, if any.
- c. Every two (2) weeks, Contractor shall conduct one (1) round of water level measurements for all groundwater extraction wells on the same day. All equipment used shall be decontaminated prior to lowering into the wells to avoid cross contamination.
- d. As the need arises, or per County's request, Contractor shall modify routine monitoring, inspection, and maintenance logs, and submit to County Project Manager or designee for approval.
- e. Contractor shall inspect, operate, and maintain additional extraction wells that may be installed in the future.

2. Water Supply System

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

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

- i. Pump Stations
- ii. Pumps
- iii. Two (2) 100,000 gallon reservoir tanks
- iv. One (1) 53,000 gallon water tank
- v. One (1) 7,000 gallon irrigation water tank
- vi. Two (2) 20,000 gallon stand-tower (plus three (3) additional stands for a total of five (5), construction scheduled to be completed January 2023)
- vii. Booster pumps and motors
- viii. One (1) Altitude valve - manufactured by Cla-Val
- ix. Air release valves - manufactured by Apco
- x. Six (6) Backflow prevention (6) and other backflow prevention devices
- xi. Fire suppression and sprinkler systems
- xii. Fire hydrant (1)
- xiii. Remote monitoring and control interface
- xiv. Three (3) 20,000 gallon fire tanks (Valencia Greenery, construction scheduled to be completed April 2023)

B. TASK B – OLINDA SCHEDULED PREVENTATIVE MAINTENANCE

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

preventive maintenance shall be performed in a timely manner and with minimum disruption to the operation of any components of the system.

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

1. GROUNDWATER CONTROL AND MONITORING SYSTEM

a. **Annual 8,000 Hour Service on two (2) Atlas COPCO Air Compressors**

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

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

b. **Weekly Carbon Vessel Testing (3)**

On a weekly basis, Contractor shall monitor and record the outlet concentration of Total Organic Compounds (TOC) as Methane at the (3) carbon vessels at the groundwater, leachate and seep tanks during tank filling using an Organic Vapor Analyzer (OVA) or equivalent.

2. WATER SUPPLY SYSTEM

QUARTERLY MAINTENANCE SERVICE

a. **Pump Lubrication and Maintenance**

Lubrication of motors for water pumps shall be completed per manufacturer's recommendation. A maintenance log shall be kept, which includes Contractor maintenance personnel name, date of service(s), and maintenance procedures used. Copies shall be submitted to County Project Manager and/or designee.

ANNUAL MAINTENANCE SERVICE

- b. **Altitude Valve Maintenance (1)** - The maintenance services shall be conducted every year and shall include: cleaning valve stems of sediment and deposits, checking rubber parts for pliability, and conducting any necessary pilot control adjustments. A log of maintenance procedures shall be kept and include contractor name, date, results of maintenance event, and any future maintenance and/or operations recommendations. Copies shall be submitted to County Project Manager and/or designee.
- c. **Altitude Valve Rebuild (1)** – A Cla-Val manufacturing technician will be retained to inspect, fully open, and clean and replace gaskets and/or damaged fittings on the main valve and pilots. The valve settings shall then be set, and the valve tested for proper operation.
- d. **Annual Fire Hydrant (1) Test** – The fire hydrant (1) shall be tested to a fully open setting for three minutes and then to a closed position to ensure ease and efficiency of operation. This test shall keep the valve in operation; however, the most important reason is to ensure that no line valves upstream have been shut off in the previous period. This fire

hydrant open-close test should be accomplished after any other line valves around the Site are tested. The Contractor shall comply with any other City and OCFA requirements for O&M of fire hydrants. A maintenance log shall be kept, which includes contractor name, date, and any maintenance procedures used. Copies shall be submitted to County Project Manager and/or designee.

- e. **100,000-Gallon Potable Fire Water Tank Diver Inspection (2)** – Inspect seams and epoxy sealant on inside and outside of the tank. A video or photo log and written record of visual inspection information, including contractor name, date, inspection results, and recommendations, shall be prepared.
- f. **Backflow Prevention Devices (6) Testing and Certification** – An annual backflow prevention maintenance and operations test for six (6) devices are required, which shall be performed by a backflow test certified contractor. A log of testing results shall be kept, which includes contractor name, date of service(s), results of test, and any future maintenance and/or operations recommendations. Copies of the certified test passing results shall be submitted to the City of Brea Maintenance Department, the County of Orange Health Care Agency/Environmental Health, and the County Project Manager and/or designee.
- g. **Annual Sprinkler/Alarm Systems (5) Test (Administration and Scale Buildings)** – Besides the five-year certification (noted below in section B.2.i.), an annual inspection with a report is required
- h. **5-Year Sprinkler/Alarm Systems (5) Test (Administration and Scale Buildings)** - All sprinkler/alarm systems shall be subject to re-certification at every five (5) year period. This is a requirement of the CA State Fire Marshall's Code Title 19. The certification encompasses flow tests, 90-second notification to the OCFA, working order of alarm, and a visual inspection. Besides the five-year certification, an annual inspection is required. Results of these are to be submitted to the OCFA. A company's insurance company is also to receive these documents; however, since the County is self-insured, such a requirement is not applicable to the County.

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

3. STORMWATER MANAGEMENT SYSTEM

QUARTERLY MAINTENANCE SERVICES

- a. **Dosing System Pump, Battery & Generator Maintenance -Automated Dosing Systems (3)** – Contractor shall rotate pump motor bearings and visually inspect system components for signs of damage. Contractor shall inspect batteries for corrosion and perform startup and verification testing of the generator operation.

ANNUAL MAINTENANCE SERVICES

- b. **Dosing System Pre-Season Maintenance Automated Dosing Systems (3)** – Prior to rainy season (to be determined by County), Contractor shall

inspect piping for corrosion and buildup, perform alarm and alert tests and inspect solar panel frames and bracings.

C. TASK C – NON-ROUTINE MAINTENANCE

Non-Routine maintenance is defined as maintenance/repair work that is not included or scheduled in Task A and Task B. Should the need arise or at County Project Manager's or designee's request, Contractor shall respond to any non-routine maintenance/repairs within three (3) calendar days or sooner from date when problem was first noticed or request date. Contractor shall not receive additional compensation for preparation or revision of task orders.

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

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

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

D. TASK D – EMERGENCY MAINTENANCE

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

Contractor shall respond to all high priority events within twenty-four (24) hours. Contractor's 24-hour phone number shall be programmed into Auto-dialer and provided to County Project Manager or designee immediately at start of Contract term. Contractor shall act as quickly as possible to minimize system shutdown time.

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

Contractor shall document all work approved by County. Contractor shall attach documents with written County Project Manager or designee approval to monthly invoice.

E. TASK E – SPARE PARTS

Contractor shall prepare a list of consumable supplies and recommended spare parts not already in stock, for the groundwater control and monitoring system and water supply system. Contractor shall submit such list to County Project Manager or designee within two (2) months of start of Contract term for review and approval.

Upon receiving County Project Manager's or their designee's written approval, Contractor shall procure spare parts and supplies, and store them onsite in a storage container provided by County.

F. TASK F – OLINDA SCHEDULED SAMPLING

Contractor Shall perform routine scheduled sampling for components of the GWCMS.

1. Quarterly Groundwater Monitoring Well Sampling

Contractor shall perform sampling according to County protocols (a copy of which will be provided upon request) and shall send samples to County's contracted laboratory. Sampling equipment, including generators, decontamination equipment, portable pumps, ice chests, trip blanks, sampling bottles and Chain of Custody forms shall be provided by County. Contractor shall be responsible for consumables. If resampling is necessary, it will be performed under a non-routine task order.

2. Annual Sampling

- a. Condensate Sampling (1) – Contractor shall take a grab sample from an existing valve on the condensate tank. If resampling is necessary, it will be performed under a non-routing task order.
- b. Leachate Sampling (1) – Contractor shall take a grab sample from an existing valve on the leachate tank. If resampling is necessary, it will be performed under a non-routine task order.

V. MATERIALS

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

In cases where exact cost(s) cannot be determined beforehand, Contractor shall provide an estimate(s) of potential cost, including taxes, and shipping/handling.

VI. RECORDKEEPING REQUIREMENTS

Contractor shall save all field data in a digital format approved by County Project Manager or designee and shall provide such data to County upon request.

Contractor shall keep a bound logbook and an electronic duplicate, where every visit and summary of the service(s) rendered is recorded. Logbooks and electronic files shall be readily available for review by County Project Manager or designee.

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

VII. REPORTING & MEETING REQUIREMENTS

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

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

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

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

Contractor shall meet with County on a monthly basis, at no additional charge, to discuss status of systems, status of existing task orders, potential new task orders and recommendations for improvement.

ATTACHMENT C
FEE SCHEDULE

GENERAL

This is a fixed ceiling, time and materials contract between the County and the Contractor for Operations and Maintenance Services of Groundwater Control, Monitoring, and Water Supply Systems at North Region Landfills as provided in Attachment B, Scope of Work, for the County of Orange, OC Waste & Recycling.

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

The ceiling amount of this Contract shall include all expenses related to the performance of work and services required to meet the tasks and deliverables as set forth in Attachment B, Scope of Work, of this Contract. Contractor shall provide a cost breakdown of each identifiable task/deliverables specified in their response to Attachment B, Scope of Work.

The County shall have no obligation to pay any sum in excess of said ceiling price, unless authorized by a written modification issued in accordance with Article C of this Contract. The Contractor shall fully perform and complete its duties and obligations under this Contract, regardless of the number of man-hours required of the Contractor in effectuating such performance and completion. Labor hours and other costs incurred to complete the services and materials as set forth in this Contract, which exceed the total project cost, shall be borne by the Contractor.

All extra work resulting in an increase in the Contract total project cost must be authorized by written modification to this Contract. Said modification shall be issued by the Deputy Purchasing Agent and may be subject to approval by the County Board of Supervisors.

The first three-year term of this Contract shall not exceed a total of \$1,050,000.

Contractor should budget contract funds per task, but monthly billing shall be based on actual time and materials for services performed on routine and non-routine tasks under this Contract.

The total not-to-exceed amount of this Contract will be allocated to individual tasks. The amounts allocated for each task may be adjusted with the written approval of the Project Manager or designee, who shall follow agency protocols to attain proper approval for moving funds.

TASK AND DELIVERABLE PAYMENT SCHEDULE

ROUTINE						
ITEM NO.	DESCRIPTION	UNIT	COST PER UNIT	QTY	FREQ PER YEAR	ANNUAL COST
OLINDA ROUTINE PREVENTIVE OPERATIONS, MAINTENANCE & MONITORING						
A.1	Groundwater Control & Monitoring System	MO	\$3,627.48	1	12	\$43,529.86
A.2	Water Supply System	MO	\$993.89	1	12	\$11,926.72
OLINDA SCHEDULED PREVENTIVE MAINTENANCE						
B.1	Groundwater Control & Monitoring System					
B.1.a	Annual 8,000 Hr. Service on Atlas Copco Air Compressors	EA	\$3,804.93	2	1	\$7,609.85
B.1.b	Weekly Carbon Vessel Testing	EA	\$59.68	3	52	\$9,310.08
B.2	Water Supply System					
B.2.a	Pump Lubrication and Maintenance	EA	\$52.00	8	4	\$1,664.00
B.2.b	Altitude Valve Inspection, Cleaning and Testing	EA	\$1,549.88	1	1	\$1,549.88
B.2.c	Altitude Valve Rebuild	EA	\$2,610.63	1	1	\$2,610.63
B.2.d	Annual Fire Hydrant Test	EA	\$1,000.20	1	1	\$1,000.20
B.2.e	100,000 Gal Potable Fire Water Tank Diver Inspection	EA	\$4,780.57	2	1	\$9,561.13
B.2.f	Backflow Prevention Device Testing and Certification	EA	\$195.32	6	1	\$1,171.90
B.2.g	Annual Sprinkler/Alarm Systems Test (Administration and Scale Buildings)	EA	\$2,001.57	1	1	\$2,001.57
B.2.h	5-Year Sprinkler/Alarm Systems Test (Administration and Scale Buildings)	EA	\$2,964.93	1	1/5	\$592.99
B.3	Stormwater Management System					
B.3.a	Dosing System Pump, Battery & Generator Maintenance	EA	\$356.07	3	4	\$4,272.80
B.3.b	Dosing System Pre-season Maintenance	EA	\$765.07	3	1	\$2,295.20
OLINDA SCHEDULED SAMPLING						
F.1	Groundwater Monitoring Well Sampling Event	EA	\$4,509.27	1	4	\$18,037.07
F.2.a	Condensate Sampling	EA	\$357.31	1	1	\$357.31
F.2.b	Leachate Sampling	EA	\$357.31	1	1	\$357.31
TOTAL ESTIMATED ANNUAL COST FOR ALL ROUTINE SERVICES (PARTS A, B & F)						\$99,811.43

FEE SCHEDULE (continuation)					
NON-ROUTINE					
	DESCRIPTION	UNIT	RATE	EST. QTY	ANNUAL COST
LABOR (Standard Hourly Rate)					
	Non-supervisory	HR	\$52.00	500	\$26,000.00
	Supervisory	HR	\$84.00	350	\$29,400.00
	Professional	HR	\$105.00	200	\$21,000.00
	Electrician	HR	\$105.00	200	\$21,000.00
TOTAL ESTIMATED ANNUAL COST FOR ALL NON-ROUTINE SERVICES					\$97,400.00
TOTAL ESTIMATED ANNUAL COST FOR ALL ROUTINE & NON-ROUTINE SERVICES (PARTS A & B)					\$215,248.00

CLASSIFICATIONS

- **Professional** includes staff such as Engineers and Geologists.
- **Supervisory** includes staff such as Forepersons and Superintendents who oversee project work.
- **Non-supervisory** includes all field personnel performing work under the direction of Supervisory staff.
- **Electrician** includes tradespeople certified and licensed in Orange County to perform electrical work.
- The hourly rates shall include all costs for the work to include direct and indirect labor charges, overhead, truck, non-specialty equipment, tools, and consumables, travel, other expenses and all profit. Overtime will not be paid on non-emergency response requests unless specifically authorized by the Contract Administrator at the time the request for service is initiated.

LABOR

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 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 County Project Manager or designee at the time the request for service is initiated.

Straight time is eight hours per day. The start time and the lunchtime are flexible depending upon the nature of the work. Overtime shall be considered 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 New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas.

For reference, standard work hours for this Contract shall be: 7:00 AM – 4:00 PM Monday – Friday.

- **Emergency Maintenance (Response within 3 hours)**
 - Rate shall be at **2.0 times** rate defined above
 - For **Holiday** work hours, rate shall be at **2.5 times** rate defined above

- **High Priority (response within 24 hours) or After-Hours** (by County request) **Maintenance**
 - Rate shall be at **1.5 times** rate defined above
 - For **Holiday** work hours, rate shall be at **2.0 times** rate defined above

MATERIALS

Contractor's Actual Cost Plus 10%

When pre-approved by the County's Project Manager or designee, all parts and materials purchased by the Contractor or by its subcontractor, shall be billed at Contractor's Actual Cost Plus **10%**. The markup may be applied only to the actual cost of the parts or materials, excluding tax, shipping, freight and handling. All parts shall be F.O.B Destination. All applicable taxes on materials will be applied after the mark-up has been added; no additional cost or mark-up will be applied to the sales tax amount. **The Contractor is to provide with every invoice, a copy of the supplier's invoice for any part or material costing \$100.00 or more.** No labor hours shall be charged for the purchase of materials.

All replacement parts shall be new, except when rebuilt or remanufactured parts are most cost effective and pre-authorized by the OC Waste & Recycling.

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

SPECIAL EQUIPMENT RENTAL

Contractor's Actual Cost Plus 10%

When pre-approved by County's Project Manager or designee, the rental of Special Equipment by the Contractor or by its subcontractor, shall be billed at Contractor's Actual Cost Plus **10%**. The markup may be applied only to the actual cost of the equipment rental, excluding tax, shipping, freight and handling. All parts shall be F.O.B Destination. All applicable taxes on materials will be applied after the mark-up has been added; no additional cost or mark-up will be applied to the sales tax amount. **The Contractor is to provide with every invoice, a copy of the supplier's invoice for any equipment rental costing \$100.00 or more.**

SUBCONTRACTOR RATES

Subcontractor's Actual Cost Plus 10%

When pre-approved by the County's Project Manager or designee, the use of subcontractors or specialized services labor and equipment shall be billed at a rate no higher than Contractor's Actual Cost Plus **10%**.

NON-REIMBURSABLE COSTS

1. General overhead costs such as accounting, computer rentals, and items generally required for the basic operations of daily business or directly related to the Contract Task Orders.
2. Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices.
3. Telephone, fax, and internet use.
4. Any item that should already be included in the cost of performing a specified task under, or deliverables from the scope of work.
5. Mileage between the AE's home base and OC Waste & Recycling.

6. Any costs other than those explicitly authorized in Items Considered Reimbursable, unless advanced written approval has been obtained from County Project Manager.

**ATTACHMENT D
INVOICING INSTRUCTIONS**

TERMS

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

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

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

INVOICING INSTRUCTIONS

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

- a. Contractor's Name and Address/remittance address if different
- b. Name of County Department
- c. Contract Number (MA-299-22011943)
- d. Task or Sub Task Number (if applicable)
- e. Copy of pre-approved task order quote (signed by Project Manager)
- f. Detailed description of tasks/services and deliverables
- g. Date of service and location of work
- h. Cost per hour (for labor, including back-up documentation, unless lump sum basis)
- i. Material costs (including any back-up documentation, as required, unless lump sum basis)
- j. Subcontractor costs (if applicable)
- k. Equipment costs (if applicable)
- l. Monthly Inspection Sheets and any other required reports
- m. Total Invoice Amount

For Emergency Services Contractor shall have a backup sheet detailing: name of Personnel, reason for visit, date of service, time spent from check-in to check-out, Receipts of materials/parts procured and/or for specialized equipment/tools rented (applicable to Subcontractor[s]).

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

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

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

**ATTACHMENT E
OLINDA ALPHA LANDFILL DATA SHEETS**

OAL – GROUNDWATER REMEDIATION SYSTEM COLLECTION/EXTRACTION FIELD DATA

Staff: _____ Date: _____ Time: _____

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

*Slanted and Horizontal Well Casing

Alarms: Yes or No _____

Leachate Tank=
Seep Tank=
Leachate Level=
Totalizer=

OAL – POTABLE WATER SUPPLY SYSTEM

Inspection/Testing Checklist

Staff: _____ Date: _____ Time: _____

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

OAL – POTABLE WATER SUPPLY SYSTEM

Inspection/Testing Checklist

Staff: _____ Date: _____ Time: _____

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

OAL – POTABLE WATER SUPPLY SYSTEM

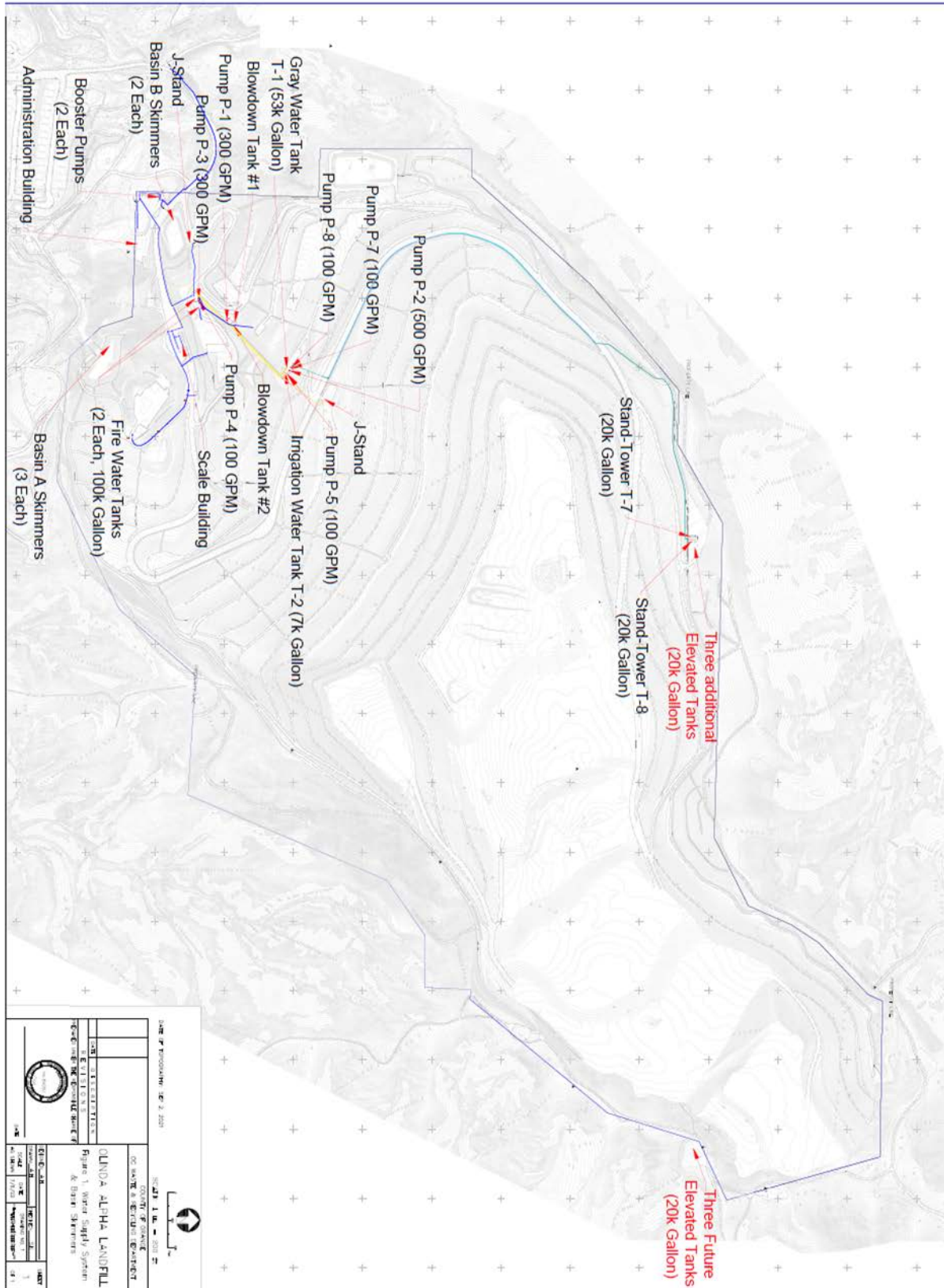
Inspection/Testing Checklist

Staff: _____ Date: _____ Time: _____

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

Notes:

FIGURE 1



DATE OF PROVISIONAL PERMITS: 08/2/2020

SCALE: 1" = 500'

COUNTY OF ORANGE
SOLID WASTE DIVISION

QUINDA ALPHA LANDFILL
Figure 1, Water Supply System
AS SHOWN ON PERMITS

DESIGNED BY	DATE	REVISION	BY

FIGURE 2

