

Contract MA-299-26010502
For
South Region Groundwater and Liquid Conveyance Systems
Maintenance
Between
OC Waste & Recycling
And
Civil Environmental Survey Group, Inc.



CONTRACT

MA-299-26010502
BETWEEN
COUNTY OF ORANGE
AND
CIVIL ENVIRONMENTAL SURVEY GROUP, INC.
FOR
SOUTH REGION GROUNDWATER AND LIQUID CONVEYANCE SYSTEMS
MAINTENANCE

This Contract MA-299-26010502 for South Region Groundwater and Liquid Conveyance Systems Maintenance (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 (County), and Civil Environmental Survey Group, Inc., a California (Contractor), with County and Contractor sometimes referred to as Party or collectively as Parties.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Payment and Compensation

Attachment C – Proposed Inspection/Maintenance Schedule

Attachment D – Prima Groundwater Pump Station and Storage Tank Sample Form

Attachment E –Project Site Maps

Attachment F – Coyote Canyon Groundwater Extraction System Weekly Inspection

Attachment G - Coyote Canyon Groundwater Extraction System Monthly Inspection
(To Be Used Only When System is Shut Down)

RECITALS

WHEREAS, Contractor and County are entering into this Contract for South Region Groundwater and Liquid Conveyance Systems Maintenance under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for South Region Groundwater and Liquid Conveyance Systems Maintenance as set forth herein, and Contractor represented that it is qualified to provide South Region Groundwater and Liquid Conveyance Systems Maintenance to the County as further set forth herein; and,

WHEREAS, Contractor agrees to provide South Region Groundwater and Liquid Conveyance Systems Maintenance to the County as set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for South Region Groundwater and Liquid Conveyance Systems Maintenance with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS

1. 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.

2. Entire Contract:

This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Agent or designee.

3. 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.

4. 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 Contractor.

5. Delivery:

Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's

expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.

6. Acceptance Payment:

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

7. Warranty:

Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in the Insurance and Indemnification section, and as more fully described in the Insurance and Indemnification section 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.

8. 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 the Insurance and Indemnification section, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

9. 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.

10. 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.

11. 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 Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.

12. 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.

13. 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.

14. Performance Warranty:

Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by 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.

15. Changes:

Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

16. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

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

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

17. 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.

18. 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.

19. 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 the Insurance and Indemnification section, 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.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at

the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

20. Freight:

Prior to 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 Contract.

21. 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.

22. 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.

23. 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.

24. Employee Eligibility Verification:

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. 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or 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.

25. Audits/Inspections:

Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by 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 Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify 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 County to audit records and interview staff of any subcontractor related to performance of this Contract.

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

26. 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.

27. Expenditure Limit:

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

28. California Public Records Act:

Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 7920.000 et seq. Contractor shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County.

INDEMNIFICATION AND INSURANCE PROVISIONS

1. Indemnification

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements of obligations created elsewhere in this Contract.

2. General Insurance Requirements

Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or 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 (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

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

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

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

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

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

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

If the Contractor fails to provide the insurance certificates and endorsements within ten (10) days of notification by CEO/Procurement or the agency/department procurement 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 provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

3. Commercial General Liability

Minimum limits and coverage

\$2,000,000 per occurrence; \$2,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad. The Commercial General Liability policy shall not exclude coverage for Explosion, Collapse, or Underground Hazard (XCU).

Required Endorsements

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

- A. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents

as Additional Insureds, or provide blanket coverage, which will state As Required by Written Contract.

- B. A primary non-contributory 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 shall be excess and non-contributing.
- C. Products and Completed Operations endorsement using ISO Form CG 20 37 04 13, or a form at least as broad.

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

4. Automobile Liability including coverage for owned, non-owned and hired vehicles

Minimum limits and coverage

\$1,000,000 combined Single Limit

Required Coverage Forms

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.

5. Workers' Compensation

Minimum limits and coverage

Statutory

Required Endorsements

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*.

6. Employers Liability Insurance

Minimum limits and coverage

\$1,000,000 per accident or disease

ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure South Region Groundwater and Liquid Conveyance Systems Maintenance Items from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as “Attachment A”.

2. Term of Contract:

The initial term of this Contract shall become effective Saturday, June 13, 2026 and shall continue for three (3) calendar years, through June 12, 2029, unless otherwise terminated as provided herein.

3. Renewal:

This Contract may be renewed by mutual written agreement of both Parties for two (2) years. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. Adjustments – Scope of Work:

No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Procurement Agent (DPA).

5. Bills and Liens:

Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "Indemnification" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

6. Breach of Contract:

The failure of 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 County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- A. Terminate Contract immediately, pursuant to the General Terms and Conditions section, "Termination" Article herein;
- B. Afford 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 Contractor is in breach; and
- D. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

7. Civil Rights:

Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

8. Conflict of Interest – Contractor’s Personnel:

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor’s officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent 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 from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer’s child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

9. Conflict of Interest – County Personnel:

County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

10. W-9/W-8 Requirements:**Department of the Treasury, Internal Revenue Service Form W-9 Requirement:**

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the County Financial System as an Auditor-Controller Vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9, or W-8, will be required.

- A. In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the County DPA, the required W-9 or W-8. *Out of State Vendors may be required to submit a 587/590 Form.*

11. Contractor’s Project Manager and Key Personnel:

Contractor shall appoint a Project Manager to direct Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County’s Project Manager, which consent shall not be unreasonably withheld.

Contractor’s Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County’s Project Manager shall have the right to require the removal and replacement of Contractor’s Project Manager from providing services to County under this Contract. County’s Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County’s Project Manager. County’s Project Manager shall review and approve the appointment of the replacement

for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

12. 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.

13. Contractor's Records:

Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by 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 County. Storage of records in another county will require written approval from County of Orange assigned Deputy Procurement Agent.

14. Conditions Affecting Work:

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 Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. 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 County are expressly stated in Contract.

15. Cooperative Contract:

This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the County of Orange, California ("County"), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided" under the agreement.. Failure to so include this clause voids the Contract's extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

16. Debarment:

Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.

17. Data – Title To:

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

18. Default – Re-Procurement Costs:

In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

19. Disputes – Contract:

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, as specified in

Article titled "Notices" below, such matter shall be brought to the attention of the County DPA by way of the following process:

- A. The Contractor shall submit to the agency/department assigned Deputy Procurement 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 County, on its own initiative, has already rendered such a final decision.
- B. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, 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 Contract adjustment for which Contractor believes County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

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

20. Drug-Free Workplace:

Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

- A. 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).
- B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 1. The dangers of drug abuse in the workplace;
 2. The organization's policy of maintaining a drug-free workplace
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 1. Will receive a copy of the company's drug-free policy statement; and

2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- D. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:
1. Contractor has made false certification, or
 2. Contractor violates the certification by failing to carry out the requirements as noted above.

21. EDD Independent Contractor Reporting Requirements:

Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom County pays \$600 or more or with whom County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

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

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department website located at http://www.edd.ca.gov/Employer_Services.htm

The failure of Contractor to timely submit the requested data shall constitute a material breach and grounds for termination of this Contract.

22. Emergency/Declared Disaster Requirements:

In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Contractor shall service 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 Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from 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 Contractor shall show both the emergency purchase order number and Contract number.

23. Error and Omissions:

All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by 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.

24. Equal Employment Opportunity:

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. 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, 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. 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. 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.

25. Headings:

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

26. Lobbying:

On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding

of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.

27. News/Information Release:

Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.

28. Precedence:

Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

29. Substitutions:

The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

30. Subcontracting:

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

31. Termination – Orderly:

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

32. Usage:

No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

33. Usage Reports:

Contractor shall submit usage reports on an annual basis to the assigned Deputy Procurement Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.

34. Reports/Meetings:

The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

35. County of Orange Local Small Business Preference Requirements:

Contractor certifies it is in compliance with the applicable County of Orange Local Small Business (OCLSB) and Disabled Veteran Business Enterprise (DVBE) Preference requirements at the time of bid/proposal submittal.

If applicable, Contractor certifies that OCLSB and/or DVBE Subcontractor(s) specified in Attachment "Staffing Plan" comply with County's OCLSB and/or DVBE Preference at the time of bid/proposal submittal and shall ensure that at least 20% of the Contract amount is allocated to OCLSB and/or DVBE Subcontractor(s) as specified in Attachment.

For Public Works contracts, if applicable, Contractor will ensure that at least 3% of the Contract amount is allocated to OCLSB and/or DVBE Subcontractor(s), as specified in Attachment "Staffing Plan".

36. Disabled Veteran Business Enterprise Preference Requirements:

Contractor certifies it is in compliance with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.

37. Project Manager, County:

The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after

written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

38. Mandatory Kick-Off Meeting:

Upon award of the contract, the awarded vendor(s) may be required to attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the contract, and the invoice payment process. A quarterly check-in meeting may be required to review any issues with the contract.

39. Prevailing Wage:

- A. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, 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 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>. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
- B. **Labor Code Requirements:** Contractor and all Subcontractors shall comply with all applicable requirements of the Labor Code throughout the performance of Contract, including but not limited to the following:
- C. **Labor Code Notice:** Contractor and all Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the Contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.
- D. **Threshold Requirements for Prevailing Wages:** Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.
- E. **Wage Rates:** Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the

Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

- F. **Apprenticeship Requirements:** The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.
- G. **Registration of Contractor:** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.
- H. **Prevailing Wage and DIR Requirement:** Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:
- \$25,000 for new construction, alteration, installation, demolition or repair
 - \$15,000 for maintenance

If the project meets or exceeds these amounts, the County and the Contractor are required to register the project with the California Department of Industrial Relations.

- I. **Payroll Records:** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4. The requirements of Labor Code Section 1776 provide, in summary:
1. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.
 2. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.

- b. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
3. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
4. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.
5. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to County, forfeit one hundred dollars (\$100), or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
6. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

40. Work Hour Penalty:

Eight (8) hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight (8) hours per day of not less than 1-1/2 times the basic rate of pay.

41. Wage Rate Penalty:

Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Section 1775. Contractor and any Subcontractor(s) shall be subject to a penalty in an amount up to \$200, or a higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done by Contractor or Subcontractor(s) under Contract.

42. Apprentices:

The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations. Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work. Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program. The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

43. Contractor Safety:

Contractor shall comply with the County's Safety and Loss Prevention Policy and Procedure#306 ("Contractor Safety Responsibilities") and submit a copy of their 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 the 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.

44. Permits and Licenses:

Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

45. Inventory:

County has an ongoing requirement for the commodities indicated in this Contract. Contractor shall maintain a reasonable stock on hand of all commodities for delivery upon request.

46. Order Dates:

Orders may be placed during the term of Contract even if delivery may not be made until after the term of Contract. Order dates take precedence over delivery dates. Contract must clearly identify the order date on all invoices to County.

47. Notices:

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

| | |
|-------------|--|
| Contractor: | Civil Environmental Survey Group, Inc. |
| Attn: | James (Jim) Keegan, P.E. |
| Address: | 33175 Temecula Pkwy. Suite A-734 Temecula, CA 92592 |
| Phone: | (951) 310-2800 |
| Email: | jkeegan@cesgroup.co |

| | |
|--|--|
| County's Project Manager: OC Waste & Recycling | |
| Attn: | Richard Trujillo |
| Address: | 32250 Avenida La Pata San Juan Capistrano, CA 92675 |
| Phone: | (949) 728-3055 |
| Email: | richard.trujillo@ocwr.ocgov.com |

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|---|
| cc: OC Waste & Recycling/Procurement Services |
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| | |
|----------|--|
| Attn: | Nikki Aragon, County DPA |
| Address: | 601 N. Ross St. 5th Floor Santa Ana, CA 92701 |
| Phone: | (714) 834-3712 |
| Email: | nikki.aragon@ocwr.ocgov.com |

Signature Page follows

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

CIVIL ENVIRONMENTAL SURVEY GROUP, INC.

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

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

| | | | |
|---|--------------|-----------|------------|
| <small>DocuSigned by:</small> <i>James Keegan</i> <small>E0032728E1CC45A...</small> | James Keegan | President | 02/18/2026 |
| Signature | Name | Title | Date |
| <small>DocuSigned by:</small> <i>Skye Green</i> <small>6ED4A23468964D0...</small> | Skye Green | Secretary | 02/19/2026 |
| Signature | Name | Title | Date |

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

COUNTY AUTHORIZED SIGNATURE:

| | | | |
|-----------|------|--------------------------|------|
| | | Deputy Procurement Agent | |
| Signature | Name | Title | Date |

Approved as to form:

County Counsel

| | | | |
|--|---------------|---------------|------------|
| <small>Signed by:</small> <i>Paul Albarian</i> <small>F27704D5D2454D6...</small> | Paul Albarian | Senior Deputy | 02/19/2026 |
| | Name | Title | Date |

ATTACHMENT A - SCOPE OF WORK

I. SITE INFORMATION

The services required for this Contract are Operation and Maintenance (O&M) for Groundwater Extraction System and All Various Liquid Conveyance Systems for South Region Landfills. The Scope of Work (SOW) consists of two areas.

1. Services provided at the active Prima Deshecha Landfill.

The Prima Deshecha Sanitary Landfill (Prima) is located at 32250 Avenida La Pata, San Juan Capistrano. The site may be accessed from Interstate 5 via east on Ortega Highway (Hwy 74), past San Juan Creek to Avenida La Pata south towards the landfill entrance (see Exhibit 1, Project Site Maps). The landfill is owned by the County of Orange and operated by OC Waste & Recycling (County). The site operating hours are 7:00 am to 5:00 pm, Monday to Saturday. Contractor may access the site before or after operating hours by coordinating with the County Site Personnel.

2. Services provided at four closed landfill sites. Attachment E provides maps of each site.

The sites covered under this SOW include:

- Coyote Canyon Landfill, located at 20661 Newport Coast Drive, Newport Beach, CA 92657. Entrance to the landfill is through the main gates located at the traffic lights south of Sage Hill, on the west side of Newport Coast Drive (see Exhibit 1, Project Site Maps). This is a closed landfill and is maintained by the County. The site office hours are from 6:00 am to 4:30 pm, Monday through Friday.
- Forster Canyon, located at La Novia and San Juan Creek Rd, San Juan Capistrano, CA 92675.
- Lane Road, located at 1 Ethel Coplen Way, east of Harvard, west of Culver, Irvine CA 92612.
- San Joaquin, located at southeast corner of Macarthur Blvd. and Fairchild Road, Irvine, CA 92617.

II. DESCRIPTION OF GROUNDWATER EXTRACTION SYSTEM AND ALL VARIOUS LIQUID CONVEYANCE SYSTEMS

Prima Deshecha Landfill

The services required by this Contract is to operate and maintain the Prima Deshecha Groundwater Extraction System (GES). Additional liquid conveyance systems such as reclaimed water system, potable water system, leachate collection/storage system, landfill gas condensate collection/storage system, etc. need to be maintained in good operational condition and will require occasional repair work to be provided on an as-needed as-requested basis.

The purpose of the GES is to prevent groundwater potentially impacted by the refuse from migrating down gradient. The GES is comprised of four (4) extraction wells, an air compressor station, a groundwater storage tank, and a truck loading station.

Each extraction well is equipped with a pneumatic ejector pump, pump controller, and a filter, all mounted in a concrete vault. The compressor station houses a five horsepower, 230 VAC, two stage/two-cylinder air compressor with 175 psi output, an air supply filter/regulator control panel, and five liquid flowmeters with totalizers. An exterior light is mounted on the pump house with a pole-mounted light located nearby. The system's storage tank has a capacity of 4,000 gallons. It has a level sight tube on one end, a high-level sensor, a 300-gpm discharge pump (230 VAC, 3 Phase), and a groundwater totalizer in the unloading line. The tank and the totalizer are mounted inside a secondary containment structure. The secondary containment structure includes a water level sensor and a 1/6 hp, 115 VAC single-phase sump pump.

The pneumatic ejector pumps, controlled by pneumatic pump controllers, pump groundwater from the wells. Groundwater from each well flows through individual flow meter/totalizer and then is combined to flow through one flow meter/totalizer and discharged into the storage tank. The compressor is used to supply the air used by the pumps and the pump controllers. When the groundwater in the storage tank reaches the high point level, the float switch stops the air supply to the pump system via solenoid valves, preventing any more groundwater from being pumped into the tank. Groundwater is also loaded to the water truck via the truck loading station. The water truck loading station is the line from a discharge pump to the three-inch flex hose fitted with a female camlocks with a male plug at the end.

Contractor shall also perform additional repair of the GES, groundwater monitoring wells, including but not limited to the extension, modification, installation, or redevelopment of any wells hauling and disposal of liquids, calibration of flowmeters, repair of reclaimed water system, potable water system, leachate system, reclaimed water storage tanks, leachate storage tanks, electrical and mechanical work, on as-needed bases or any other work necessary to keep the landfill liquid management system operating.

The Prima site includes 11 groundwater monitoring wells and 4 groundwater piezometers.

Coyote Canyon Landfill

The services required under this Contract includes maintenance of the groundwater systems at the South Region closed site. However, other liquid conveyance systems such as reclaimed water system, potable water system, leachate collection/storage system, landfill gas condensate collection/storage system, etc. need to be maintained in good operational condition and may require some repair work to be provided on an as-needed as-requested basis.

The Groundwater Extraction System (System) at Coyote Canyon Landfill was designed to extract impacted groundwater and to collect spring water. Both groundwater and spring water are disposed of in an existing sewer riser. The System currently consists of six (6) extraction wells with six (6) pneumatic pumps, one (1) detention vault, three (3) transfer electrical pumps, two (2) compressors, and one (1) control panel, eleven flowmeters, five (5) horizontal

10,000-gallon storage tanks, a truck loading station, an electrical system, an alarm system, and a 12,000 feet sewer line.

The System works as follows: Groundwater is pumped from the extraction wells into the detention vault by submersible pneumatic pumps. The pumping rate at each pump is controlled by the pressure level in the compressed air line. Spring water flows directly into the sewer manhole. The water level in the detention vault is controlled by a level sensor, which turns on or turns off the transfer pumps depending on the water level. When one pump cannot keep up with the incoming groundwater flow, the second pump is activated. The transfer pump(s) moves the water from the detention vault to the sewer line system via a flowmeter, or to horizontal storage tanks via a flowmeter/totalizer in case of sewer line failure (bypass mode).

In the bypass mode, a float switch controls the water level in each storage tank. The recovered groundwater from the storage tanks is pumped via a flowmeter and transfer pump and discharged to the sewer or gravity loaded into a water truck by site personnel via the truck loading station and will be disposed at a publicly owned treatment works or hauled offsite for disposal by a licensed hauler. The electrical supply system consists of control panels, transformers, disconnect switches, an alarm system, and overhead electrical lines. The System is operated 24 hours a day, seven days a week.

The System is currently shut down. All six (6) pneumatic pumps, tubing and electrical controls have been retrieved from within the extraction well, decontaminated and placed in storage for future use. Full operation of the System, as described above, may or may not be restored.

The Coyote site includes 17 groundwater monitoring wells, 19 groundwater piezometers, and 6 dual phase extraction wells.

Contractor shall also perform additional repair of the GES, groundwater monitoring wells, including but not limited to the extension, modification, installation, or redevelopment of any wells hauling and disposal of liquids, calibration of flowmeters, repair of reclaimed water system, potable water system, leachate system, reclaimed water storage tanks, leachate storage tanks, electrical and mechanical work, on as-needed as-requested bases or any other work necessary to keep the landfill liquid management system operating.

Other Closed Sites

In addition to the Systems described above, there are numerous groundwater monitoring wells at Forster Canyon, Lane Road, and San Joaquin. The number of wells at each site are listed below:

- Forster 4 monitoring wells
- Lane Road 6 monitoring wells
- San Joaquin 6 monitoring wells

Well depths for all of these wells are available upon request. Some or all of these wells may require development and/or redevelopment during the life of this Contract. In addition, most

of these wells possess dedicated 2” Grundfos® pumping systems, QED low flow micropurge pumps or equivalent system. Some or all of these pumps may require installation, maintenance, and/or removal during the life of this Contract. Contractor shall, upon request, inspect and repair any groundwater monitoring wells at any of the above-mentioned closed sites.

Contractor shall also perform additional repair of the groundwater monitoring wells, including but not limited to the extension, modification, installation, or redevelopment of any wells hauling and disposal of liquids, calibration of flowmeters, repair of reclaimed water system, potable water system, leachate system, reclaimed water storage tanks, leachate storage tanks, electrical and mechanical work, on as-needed as-requested bases or any other work necessary to keep the landfill liquid management system operating.

III. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall furnish all labor, materials, tools, equipment, and transportation, required to perform the specific tasks described in the SOW including but not limited to maintenance and repair tasks for the liquid conveyance system at the Prima Deshecha and Coyote Canyon Landfills and for the groundwater monitoring wells at Forster Canyon, Lane Road, and San Joaquin closed landfill sites.
- B. Contractor shall ensure the GES at Prima is kept in good operating order in accordance with the specifications to minimize the downtime of the system. See Attachment C, Proposed Inspection/Maintenance Schedule, for the description of the proposed work.
- C. All work shall be performed in a skillful and workmanlike manner. Contractor’s O&M team shall consist of local, experienced personnel at all times. County reserves the right to request a change in Contractor’s O&M team personnel assigned to this Contract at any time with or without cause.
- D. The County reserves the right to request staffing changes from the Contractor at any time during the term of the Contract, at no cost to the County. Any staffing changes requested by the Contractor shall require the submittal of resumes for the County’s concurrence prior to implementing the change. County reserves the right to request a change in Contractor’s O&M team personnel assigned to this Contract at any time with or without cause.
- E. Contractor shall not make any changes in personnel assigned to this project without approval from OC Waste & Recycling Project Manager (County PM) or designee. All work shall be performed in a skillful and workmanlike manner. Contractor’s O&M team shall consist of local, experienced personnel at all times.
- F. Contractor shall check in and check out of every site by signing in and out of the “Contractor Logbook” located in the administration office. Sites without administration offices require the contractor to check in and out by contacting the County PM when they arrive onsite and prior to leaving the site. Contractor and subcontractor employees shall possess proper identification at all times. Contractor shall coordinate all work with the County PM. Contractor shall bring to the attention of the County PM any potential problems discovered and offer suggestions or solutions before checking out.

- G. Contractor shall take all reasonable precautions, as directed by the County, or in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect County property. Damages to County property caused by Contractor's negligence shall be repaired at no cost (both labor and material) to the County.
- H. Contractor shall keep the work areas clean and free from any debris at the completion of each task. All debris shall be disposed of off-site by the Contractor in accordance with all applicable codes, ordinances, and laws pertaining to the disposal of the material.
- I. Subcontractors assigned to a particular job shall have current licenses in their respective trades, crafts, or professions by the state of California or local authority that require licenses in those jurisdictions.
- J. A kickoff meeting may be held between the County PM and Contractor upon Contract award and after receipt and approval of Contractor's insurance certificates, and required Health & Safety Plan.
- K. Upon termination of the Contract, or upon County request, the Contractor shall surrender all spare parts, in good condition, to the County PM.
- L. Contractor shall prepare a routine inspection checklist for tasks to be performed for the operation and maintenance of the GES at Prima. This storage tank and sample form shall be submitted to the County PM for review within two weeks of Contract award. The approved sample form shall be filled out and submitted as part of the weekly inspection report to the County PM. The Prima Groundwater Pump and Storage Tanks Sample Form is provided as Attachment D.
- M. The County shall not be responsible for Contractor's drinking water, telephone, fax, and toilet needs while its workers are on site premises.
- N. All meetings held between the County and Contractor to discuss work details and Contractor performance under this Contract shall not be billable to the County.

IV. CONTRACTOR REQUIREMENTS

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.

V. TASKS

Work to be done shall include, but is not limited to the following tasks:

A. Task 1 - Prima Deshecha Routine and Preventive Maintenance, Inspection, Repair, and Reporting

Contractor shall inspect and monitor the entire Groundwater Extraction System (GES) and make adjustments as necessary to achieve the optimum performance of the system. Contractor shall conduct **one inspection per week** and complete the tasks listed in the approved checklist during each visit (reference Section IV.A.12). Contractor shall keep the areas clean, including removal of debris and weeds, as needed. Contractor is to fill out a weekly inspection form following each visit and electronically submit to County PM, any problem or service performed during the weekly inspection. A sample inspection form is provided as Attachment D..

Contractor shall perform routine preventive maintenance of all equipment throughout the system in accordance with the manufacturer's recommendations and applicable maintenance and construction standards and practices. This task shall be performed in a timely manner and with minimum disruption of operation of any

system. All observations and work performed under this task shall be documented in the project logbook.

Contractor to exercise all valves associated with the liquid conveyance systems and perform regular maintenance monthly.

Contractor shall inspect and monitor the site Fire Water System once per month and complete the tasks listed in the approved checklist during each visit. Contractor shall keep the areas clean, including removal of debris and weeds, as needed. Contractor is to fill out a monthly inspection form following each visit and electronically submit to County PM, any problem or service performed during the monthly inspection. A sample inspection form is provided as Attachment D.

Contractor shall submit a monthly summary report to the County PM. The report shall contain a summary of all services performed during the month, monitoring activities, problems encountered and recommendations for repairs, adjustments, remediation, status of the inventory list, if applicable, and all the completed data sheets. All data provided shall be kept in a digital format approved by County PM.

In addition, Contractor shall keep a bound logbook on-site and shall record all visits and the summary of services rendered. Date, time, personnel, actions taken, and any other pertinent information shall be recorded permanently in ink.

All problems and issues shall be documented and when appropriate, photographed with a digital camera. Photographs shall be labeled with the location, date, time, personnel involved, and comments regarding the problem. All photographs and negatives shall become the property of the County.

Monthly meetings to address budget, invoicing and submitted reports will be conducted via Teams, unless otherwise agreed to by the Parties. Quarterly meetings will be held in-person at the Prima Deshecha Landfill, unless otherwise agreed to by the Parties.

B. Task 2 - Coyote Canyon and Closed Sites Routine and Preventive Maintenance, Inspection, Repair, and Reporting

Contractor shall inspect and maintain the entire System and adjust as necessary to achieve the optimum performance of the System. Contractor shall conduct **one inspection per week** and complete the tasks listed in the approved checklist per Attachment C, Proposed Inspection/Maintenance Schedule, during each visit and submit the completed checklists with the monthly report. Any problem noticed during the regular inspection shall be recorded in the project logbook and reported to the County PM on the same day. The field inspection record is to be emailed to County PM the day after the regular inspection. Contractor shall conduct monthly testing of alarm system.

Contractor shall keep all areas clean (including extraction wells, detention vault, sewer riser, and storage tank area) including removal of debris and weeds, as needed.

While System is shut down, the Contractor shall conduct **one inspection per month** and complete the tasks listed in the approved checklist per Attachment D, Proposed Inspection/Maintenance Schedule, during each visit and submit the completed checklists with the monthly report. Any problem noticed during the regular inspection shall be recorded in the project logbook and reported to the County PM on the same day. The field inspection record is to be emailed to County PM the day after the regular inspection. Contractor shall conduct monthly testing of alarm system.

Contractor shall keep all areas clean (including extraction wells, detention vault, sewer riser, and storage tank area), including removal of debris and weeds, as needed.

With County PM's written approval, Contractor shall perform routine preventive maintenance of all equipment throughout the System per the O&M manual and in accordance with the manufacturer's recommendations and applicable maintenance and construction standards and practices. This task shall be performed in a timely manner and with minimum disruption of operation of any system. The routine preventive maintenance (tasks and schedule) to be performed per O&M manual by the Contractor shall be submitted within 14 days of the Contract start date. All observations and work performed under this task shall be documented in the project logbook.

Contractor shall inspect and monitor the site Fire Water System once per month and complete the tasks listed in the approved checklist during each visit. Contractor shall keep the areas clean, including removal of debris and weeds, as needed. Contractor is to fill out a monthly inspection form following each visit and electronically submit to County PM, any problem or service performed during the monthly inspection. A sample inspection form is provided as Attachment D.

Contractor shall submit a monthly report for each calendar month on or before the seventh day of the following month to the County PM. The report shall contain a summary of events, all services performed during the month, monitoring activities, problems encountered, and recommendations for repairs, adjustments, remediation, status of the inventory list, and all the completed data sheets. All data provided shall be kept in a digital format approved by County PM.

In addition, Contractor shall provide and maintain a bound project logbook on-site and shall record all visits and the summary of services rendered. Date, time, personnel, actions taken, and any other pertinent information shall be recorded permanently in ink.

All problems and issues shall be documented and when appropriate, photographed with a digital camera. Photographs shall be labeled with the location, date, time, personnel involved, and comments regarding the problem. All photographs (hard copies and digitals) shall become the property of the County.

The Contractor shall update the O&M manual as needed and as directed by County PM.

C. Task 3 - Maintain Spare Parts and Inventory List

Contractor shall prepare and maintain a list of recommended consumable items and recommended spare parts for the GES and groundwater sampling systems. The list shall be submitted to the County PM within six weeks of Contract award.

Contractor shall keep a running inventory of consumable items (supplies and materials) and recommended spare parts and include a copy in the monthly report. Contractor shall inform the County PM if any such items/parts need to be replenished. Contractor shall store the items/parts on site in the GES compressor house.

With County PM's written approval, Contractor shall purchase spare parts, supplies, materials, and special tool/equipment required for the operation and maintenance of the System. County will reimburse the Contractor the cost of the spare parts, supplies, and materials plus the percentage indicated In Attachment B. All parts, supplies, materials, and special tool/equipment are to be new and of the same manufacture as equipment being worked upon.

Upon termination of the Contract, the inventory of parts, supplies, materials, and special tool/equipment shall remain the property of County.

D. Task 4 - Non-Routine Repair, Special Services, and Equipment

When directed by County PM, Contractor shall perform non-routine repair of the GES, groundwater monitoring wells, misting system, and South Region facilities Fire Water Systems, including but not limited to the extension, modification, installation, or redevelopment of any wells hauling and disposal of liquids, calibration of flowmeters, repair of reclaimed water system, potable water system, leachate system, reclaimed water storage tanks, leachate storage tanks, electrical and mechanical work, or any other work necessary to keep the system operating. Contractor shall submit a cost proposal to the County PM prior to commencing work. Depending on the cost proposal, County PM may require additional cost estimates from different vendors which will provide County with competitive rates and reserves the ability to award work outside of this contract when it is in the County's best interest. Contractor shall proceed only after receiving County PM's written Notice to Proceed (NTP). Within one week after the work is performed, Contractor shall submit a written report to the County PM, which will include reason for repair, all actions taken, and results.

Such work may be performed either on a not to exceed (NTE) time and material basis or on a lump sum basis, depending upon the nature of the work and the quote being mutually agreed upon by both parties. Labor rates shall be in accordance to non-

emergency response rates as shown in Attachment B, Contractor Rates. All extra services may be subject to the approval of the Director of OCWR or the Orange County Board of Supervisors. Each activity under this Task will be covered by a **Task Order**. It is expressly understood that the tasks (service calls) to which the Contractor is asked to respond to, will be on an “as-needed” basis, approved by and authorized by the County PM. As each task is identified, the Contractor shall prepare a “Task Order Proposal” which details the scope of work to be accomplished, list of deliverables, scheduled for completion, and a not-to-exceed cost for its completion. Such work may be performed either on a NTE time-and-material basis or a lump-sum basis, depending upon the nature of the work and the quote as mutually agreed. Material and replacement parts purchased for the repair will be reimbursed at Contractor’s cost plus the percentage stated in this Contract, and in accordance with the terms and conditions of the Contract. All Task Order Proposals shall be submitted no later than two weeks from request (RFS), unless otherwise agreed to by the Parties.

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

Written pre-approval by County PM is required for reimbursement to the Contractor for rental and use of special equipment and specialized services required to perform particular work, plus the percentage indicated in Attachment B, Contractor Rates. Contractor shall invoice County in accordance with the terms and conditions provided herein.

Contractor shall warrant all labor and materials used in the work for period of one year (or in accordance with manufacturer’s warranty if longer) after completion of repair and acceptance by county.

E. Task 5 - Emergency Calls and Response (Normal Business Hours / Outside Normal Business Hours)

Normal Operating Business Hours:

Contractor to respond to PM within 1 hour of call and be onsite within 2 hours given the circumstances.

Outside Normal Operating Business Hours:

Contractor shall provide at least (2) telephone numbers for OCWR staff to call for any emergency service needs at any of South Region’s landfills that occur outside of the contractors specified normal operating business hours. Contractor’s staff assigned to the telephone numbers provided for emergencies calls outside normal operating business hours, shall **respond back to all calls within 1 hour and are required to be onsite within 2 hours of calls** given the circumstances.

Contractor shall rectify the problem as soon as possible to minimize System downtime. All emergency services visits shall be recorded in the project logbook. The Contractor shall submit a written report to the County PM within one week after each emergency service call. The report shall include reason for the emergency call (description of the problem), actions taken, results, recommendation, time, and date of the call, number of hours worked, and name of technician that took the call and rectified the situation.

Contractor shall notify the County PM with details of each emergency call within one day of the call. County will specify which emergencies requires a two-hour response time during the kickoff meeting.

Failure to respond within a reasonable time frame may result in termination of the Contract in accordance with the terms and conditions contained herein. Contractor shall pay any incidental fines resulting from late or non-response.

For invoicing purposes, indicate date and time of emergency service call, total number of hours worked, name of technician. As backup, a copy of the report (mentioned above) shall be attached. The Contractor shall also submit telephone record, which lists all the after-hour emergency calls received for the month of service the invoice is being submitted.

F. Task 6 - Urgent Calls and Response

Contractor shall respond on-site to urgent calls requested by the County PM by the next business day meaning Monday through Friday, excluding Holidays.

Contractor shall submit a written report within one week after each emergency incident. In case of equipment breakdown, Contractor shall evaluate the problem and recommend a solution and alternatives to rectify the problem, with cost information, to the County PM. Contractor must receive an approval from the County PM before implementing repairs.

G. Task 7 - Groundwater Monitoring Well Sampling

Contractor may be required to sample groundwater monitoring wells at any of the closed sites as requested by the County PM. If this occurs, Contractor shall perform groundwater sampling according to County protocols (a copy of which will be provided upon request) and shall send samples to County's contracted laboratory. Sampling equipment, including generators, decontamination equipment, portable pumps, etc. shall be provided by Contractor. Ice chests, trip blanks, sampling bottles and Chain of Custody forms shall be provided by County PM.

ATTACHMENT B - PAYMENT AND COMPENSATION

1. Compensation:

This is a firm fixed fee Contract between County and Contractor for South Region Groundwater and Liquid Conveyance Systems Maintenance as set forth in Attachment A, "Scope of Work".

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 Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles "Changes" and "Amendments" of County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. Fees and Charges:

- A. County will pay the fees and charges in accordance with the provisions of this Contract. Payment shall be as follows:

MONTHLY TASKS

| Task | Description | Frequency | Monthly Fee |
|-------------|---|------------------|--------------------|
| 1 | Prima Deshecha Routine and Preventive Maintenance, Inspection, Repair, and Reporting as described in Task 1 | Monthly | \$3,396 |
| 2 | Coyote Canyon and Closed Sites Routine and Preventive Maintenance, Inspection, Repair, and Reporting as described in Task 2 | Monthly | \$661 |
| 3 | Generate and Maintain Inventory Report of Spare Parts as described in Task 3 | Monthly | \$171 |

TASKS BILLED HOURLY

| Task | Description | Hourly Rate |
|-------------|---|--------------------|
| 4 | Non-Routine Repair and Special Services as described in Task 4- SUPERVISORY CLASSIFICATION | \$94.20 |
| 4 | Non-Routine Repair and Special Services as described in Task 4 - NON-SUPERVISORY CLASSIFICATION | \$81.20 |
| 4 | Non-Routine Repair and Special Services as described in Task 4- TECHNICAL CLASSIFICATION | \$63.40 |

| | | |
|---|---|----------|
| 5 | Emergency (Normal Business Hours) Calls and Response Monday through Friday as described in Task 5 - SUPERVISORY CLASSIFICATION | \$107.40 |
| 5 | Emergency (Normal Business Hours) Calls and Response Monday through Friday as described in Task 5 - NON-SUPERVISORY CLASSIFICATION | \$92.45 |
| 5 | Emergency (Normal Business Hours) Calls and Response Monday through Friday as described in Task 5 - TECHNICAL CLASSIFICATION | \$66.00 |
| 5 | Emergency (Outside Business Hours) Calls and Response Monday through Friday as described in Task 5 - SUPERVISORY CLASSIFICATION | \$154.50 |
| 5 | Emergency (Outside Business Hours) Calls and Response Monday through Friday as described in Task 5 - NON-SUPERVISORY CLASSIFICATION | \$133.05 |
| 5 | Emergency (Outside Business Hours) Calls and Response Monday through Friday as described in Task 5 - TECHNICAL CLASSIFICATION | \$95.10 |
| 6 | Urgent Calls and Response Monday through Friday as described in Task 6 - SUPERVISORY CLASSIFICATION | \$107.40 |
| 6 | Urgent Calls and Response Monday through Friday as described in Task 6 - NON-SUPERVISORY CLASSIFICATION | \$92.45 |
| 6 | Urgent Calls and Response Monday through Friday as described in Task 6 - TECHNICAL CLASSIFICATION | \$66.00 |

WELL SAMPLING

| Task | Description | Cost per Well |
|------|---|---------------|
| 7 | Groundwater Monitoring Well Sampling as described in Task 7 | \$465.00 |

MATERIALS AND SPECIAL EQUIPMENT RENTAL/SPECIALIZED SERVICES

| Line Item | Description | % Markup |
|-----------|---|----------|
| 1 | Parts, supplies, materials, tool/equipment purchased by Contractor to operate and maintain the system. Contractor cost plus % | 10.0% |
| 2 | Special equipment rented or specialized services used by the Contractor to perform work. Contractor cost plus % | 10.0% |

- B. **Additional Work:** Any additional services not listed in the Contract must be approved by County's Project Manager or designee as described in Task 4.

C. **Total Contract amount not to exceed: \$1,350,000**

Approval by the Board of Supervisors is required for all service contract contracts where for any year of the contract, the annual value to any one contractor exceeds \$200,000

Approval by the Board of Supervisors is required for all service contracts where the total contract value exceeds or is anticipated to exceed \$1,000,000 when all contract years are taken into consideration for multi-year contracts.

3. Labor Requirements

The hourly and/or per call rate(s) as listed above, 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 County PM at the time the request for service is initiated.

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

Labor hours shall be charged based on actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one-quarter (1/4) hour. No minimum rate shall be assessed and no overtime charges will be allowed or invoiced in this Contract

4. Material Costs

Contractor's cost plus 10 %

Parts, supplies, materials, tool/equipment purchased by Contractor to operate and maintain the system will be charged the actual cost of the parts (including all applicable taxes) plus the percentage stated above as pre-approved by the County PM. All parts shall be F.O.B. Destination (specific location to be determined by County PM). All applicable taxes will be applied after the mark-up has been added: no additional cost or mark-up will be applied to the sales tax amount. Contractor shall provide with every invoice, a copy of supplier's invoice billed to the Contractor, for any part costing \$50.00 or more.

5. Special Equipment Rental and Specialized Service Costs

Contractor's cost plus 10 %

Special equipment rented or specialized services used by the Contractor to perform work pre-approved by the County PM shall be charged the actual cost plus the percentage stated above. The Contractor shall invoice the County in accordance with the terms and conditions provided herein.

6. Subcontractors Cost

When pre-approved by the County PM, the use of Subcontractors shall be reimbursed as follows: Labor and equipment shall be reimbursed at the actual cost. No markup for Subcontractor labor and equipment shall be allowed in this Contract, unless work has been deemed specialized by County.

- a. Listed below are subcontractor(s) anticipated by Contractor to perform services as specified in Scope of Work/Services.
- b. Substitution or addition of Contractor’s subcontractors in any given project function shall be allowed only with prior written approval of County’s Project Manager and may be subject to approval by the County Board of Supervisors.

| Company Name & Address | Contact Name | Telephone Number | Services Provided | Est. Percentage of the Contract Total |
|---|-----------------------|-------------------------|---|--|
| KEE Solutions Inc 41875 Chaparral Dr. Temecula, CA 92592 | James Keegan | 951-898-6000 | Engineering Support & Field Support | 5% (dependent on actual contract subcontractor service needs) |
| OC Backflows 170 NB Street, Tustin, CA 92780 | Sydney & Jake Koerber | 714-383-4658 | Backflow Devises: Testing & Certification, Repairs, General Installations and Anti-Theft Device | 0.01% |
| California Compressor, Inc DBA Coast Compressor 5592 Buckingham Drive Huntington Beach, CA 92649 | Barry Bloch | 714-897-7530 | Compressor Services: Authorized Dealer Rep. for Atlas Copco - Repair and Maintenance Industrial Air Compressor, Scroll Rotary Screw, Air Compressor Parts, Design, Engineering, Installations, Testing, Breathing Air Compressors, Gas Compressor, Vacuum Systems | 0.03% |
| Superior Tank Solutions - 9500 Lucas Ranch Road, Rancho Cucamonga, CA 91730 | Steven Bishop | 909-912-0599 | Tank Inspections, Maintenance, Repairs, and Cleaning | 0.03% |

| | | | | |
|------------------------------------|----------------|--------------|---|-------|
| Denniston Fire Protection | Jay Rosales | 714-450-8575 | Fire System Inspections, Repairs, and Certification | 0.02% |
| Griswold Industries DBA Cla-Val Co | Jennifer Lucha | 951-657-1781 | Altitude Valve Inspection and Rebuild | 0.02% |

7. Price Increase/Decreases:

No price increases will be considered during the first term of the Contract. 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 for consideration of such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. 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 Contract. Adjustments increasing Contractor’s profit will not be allowed.

8. Firm Discount and Pricing Structure:

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

9. Contractor’s Expense:

Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

10. Payment Terms – Payment in Arrears:

Invoices are to be submitted in **arrears** to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.

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

11. Payment – Invoicing Instructions:

Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. Contractor’s name and address
- b. Contractor’s remittance address, if different from “A” above
- c. Name of County Agency/Department
- d. Delivery/Service address
- e. Contract Number MA-299-26010502
- f. Description of Services
- g. Date of Service, Completion of Service, and duration
- h. Copy of Task Order Proposal, pre-approved by County Project Manager (if applicable)
- i. Labor Cost per Hour, Job Title and Hourly rate
- j. Material Costs (including any back-up documentation such as vendor’s invoice, delivery/packing slip as required)
- k. Subcontractor Costs and Backup Documentation, if applicable
- l. Equipment Costs and Backup Documentation, if applicable
- m. Mobilization/Demobilization and Backup Documentation, if applicable
- n. Total Invoice Amount

Invoices and support documentation are to be forwarded to:

OC Waste & Recycling at ocwrinvoice@ocwr.ocgov.com

12. Payment (Electronic Funds Transfer (EFT)):

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. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

ATTACHMENT C – PROPOSED INSPECTION/MAINTENANCE SCHEDULE

| FREQUENCY | EQUIPMENT/AREA | MAINTENANCE ACTIVITY |
|----------------------|--|---|
| <p>WEEKLY</p> | <p>Compressor House</p> | <p>Inspect the compressors. Check the oil level and ensures levels are adequate. Inspect the filter panel. Check the air filter and replace as necessary. Check all belts and replace as necessary. Check the safety relief valve and ensure proper operation. Check the blowdown system, including the condensate trap and ensure proper operation. Check the water and air lines, piping, and valves and ensure proper operation. Record: hour meter, flowmeters M1 through M5, air pressure, and air pressure to the pump controller. Inspect the electrical panel components and ensure proper operation. Keep the area clean and free from debris.</p> |
| | <p>Storage Tank Area</p> | <p>Inspect the storage tank and record inspection. Check and record the level. Clean sight tube. Inspect the second containment and record conditions. Check the second containment float switch and ensure proper operation. Check the sump pump and ensure proper operation. Record the unloading flowmeter. Keep the area clean.</p> |
| | <p>Extraction Wells E1 through E4</p> | <p>Inspect the well vault and ensure proper operations. Check the pump controller and ensure proper operation. Check the air and water lines and ensure proper operation. Replace dirty or damaged filters to ensure proper operation. Record the ejector, inch water column, cycle count, fill time setting, empty time setting, bubbler psi, controller psi, and ejector psi. Keep the area clean.</p> |
| | <p>Truck Loading (J Stands) and Manifold Stations throughout South Region Landfills.</p> | <p>Check the piping and stand integrity to ensure proper operation. Check the unloading hose and fittings to ensure proper operation. Check all gaskets and replace if damaged. Ensure all valves are in operating conditions and can be opened and closed smoothly.</p> |

| FREQUENCY | EQUIPMENT/AREA | MAINTENANCE ACTIVITY |
|--------------------------------------|-------------------|---|
| MONTHLY | Compressor House | Clean and test compressors to ensure proper operation. |
| | Storage Tank Area | Inspect and clean the sumps. Check the tank float switch and ensure proper operation. Inspect transfer pump and ensure proper operation |
| | Reports | Submit with invoice the inspection sheets for the month. |
| | Fire Water System | Inspect Tanks, Valves, and Levels Operate/Cycle Underground Gate Valves and Stem Outlet Inspect for damaged threads and caps. Inspect for vehicle protection and outlet accessibility. Inspect for Markers to clearly identify location of hydrant. Conduct a flush of each fire hydrant to ensure proper water supply. Lubricate control valves, stem, and outlets |
| QUARTERLY OR 500 HRS OPERATION | Compressors | Change oil. Change air filter. Check belt. Clean particulate filter. Clean oil coalescer. Check safety relief valve. Check pressure switch. Check entire system for air and water leaks. Alternate starting compressor and backup compressor |
| QUARTERLY | Valve Maintenance | Visual External and Internal Inspections Removing debris, dirt, and grime from valves and actuators Exercising Valves / Performance Tests Applying appropriate Lubrication to all moving parts Calibration and or Adjustments to ensure valve seats are properly aligned for optimal seating. Identifying and addressing potential problems before they can cause a system interruption. Control Systems (Electrical, Hydraulic, Pneumatic) Inspections to ensure electrical control signals sent to valve actuator are in good operating conditions and meeting proper connections and voltage per Manufacture Recommendations. Repairs and Replacements as needed per the contract terms. |
| | Fire Water System | Control Valves Identification Sign NFPA 25 CA 13.3.1 Control Valve Inspection NFPA 25 CA 13.3.2 Fire Department Connections NFPA 25 CA 13.7 |

| | | |
|-------------------------|---|---|
| <p>AS NEEDED</p> | <p>Extraction Wells E1 through E4</p> | <p>Adjust Ejector pump controller. Overhaul Ejector pump controller. Adjust Ejector pump depth. Replace Ejector pump. Redevelop the wells. Clean all areas of debris and weeds.</p> |
|-------------------------|---|---|

ATTACHMENT D - PRIMA GROUNDWATER PUMP STATION AND STORAGE TANK
SAMPLE FORM

Date: _____ Time: _____ Temp: _____

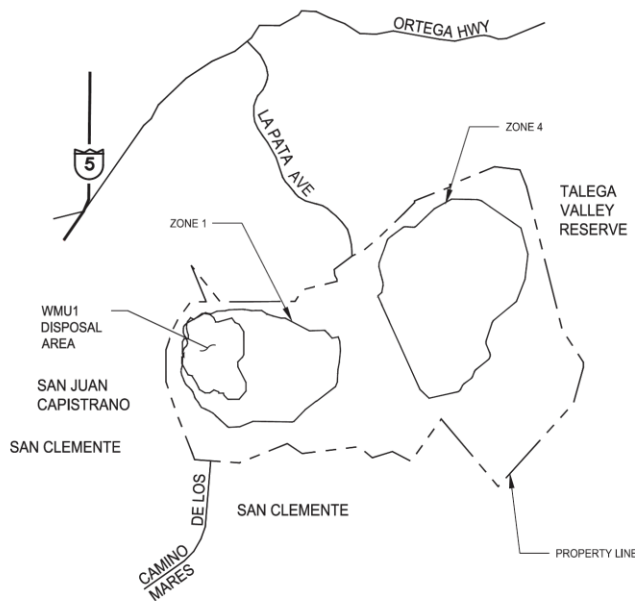
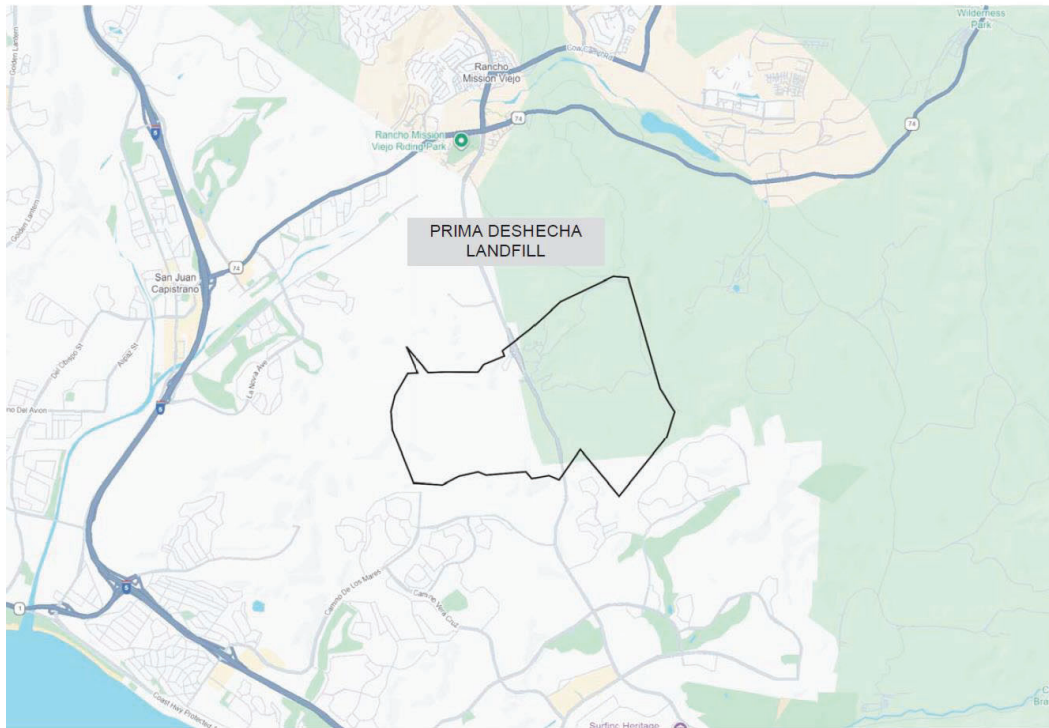
Technician: _____ Weather Conditions: _____

Week Of: _____

| | | | | | | |
|----------------|-------------------------------|-------------------|---|------------------------------|----------------------------|---------|
| I. | Article I. Compressor | | | | | |
| | House | | | | | |
| | Vibration | _____ | Air Filter and Belt _____ | | | |
| | Safety Relief Valve | _____ | Blow Down System _____ | | | |
| | Filter and Electrical Parts | _____ | Piping and Valves _____ | | | |
| | Oil Level | _____ | | | | |
| | | Current | Previous | Change | | |
| | Hour Meter | _____ | _____ | _____ | | |
| | Tank Pressure | _____ | _____ | _____ | | |
| | System Pressure | _____ | _____ | _____ | | |
| | | Current | Previous | Change | | |
| | Flow Meter | _____ | _____ | _____ | | |
| | M1 (E-1) | _____ | _____ | _____ | | |
| | M2 (E-2) | _____ | _____ | _____ | | |
| | M3 (E-3) | _____ | _____ | _____ | | |
| M4 (E-4) | _____ | _____ | _____ | | | |
| M5 (Totalizer) | _____ | _____ | _____ | | | |
| | | Total of M1 to M4 | _____ | | | |
| II. | Article II. Storage Tank | | | | | |
| | Status/Condition | _____ | Support, Foundation Around Vaults _____ | | | |
| | Rotate T-pump | _____ | Sump Pump _____ | | | |
| | Sight Glass | _____ | Piping, Valves, Etc. _____ | | | |
| | Float Switch | _____ | Tank % Full. _____ | | | |
| | | | | | | |
| | Tank Flow Meter | Current | Previous | Change | | |
| | Discharge Meter | _____ | _____ | _____ | | |
| III. | Article III. Extraction Wells | | | In line Air Counter Readings | Replace Filter (Yes/No) | |
| | Wells | Water Levels | Pump Set Depth | | | Current |
| | E1 | _____ | _____ | _____ | _____ | _____ |
| | E2 | _____ | _____ | _____ | _____ | _____ |
| | E3 | _____ | _____ | _____ | _____ | _____ |
| E4 | _____ | _____ | _____ | _____ | _____ | |
| IV. | Remarks: | | | | | |
| | _____ | | | | | |
| | _____ | | | | | |
| | _____ | | | | | |
| | _____ | | | | | |

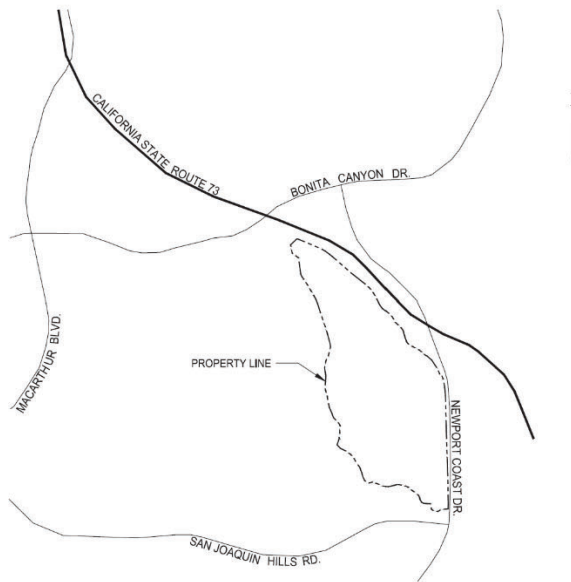
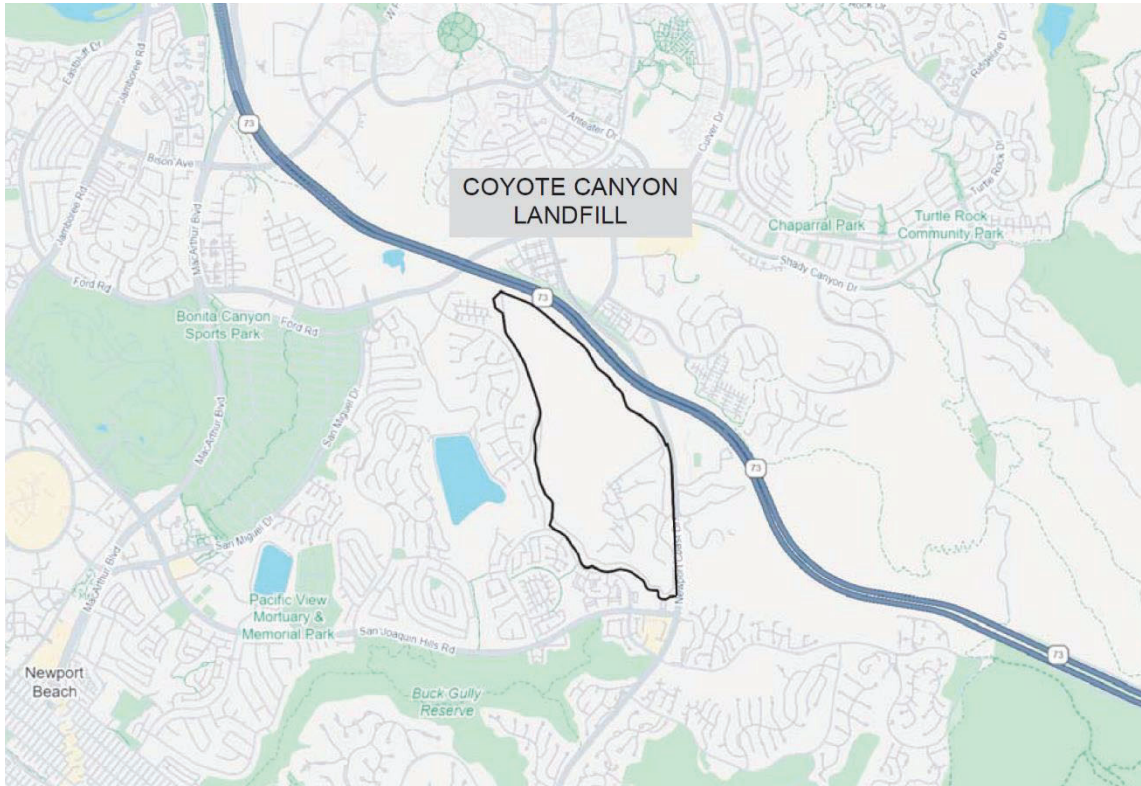
ATTACHMENT E- PROJECT SITE MAPS

PRIMA DESHECHA LANDFILL



PRIMA DESHECHA LANDFILL

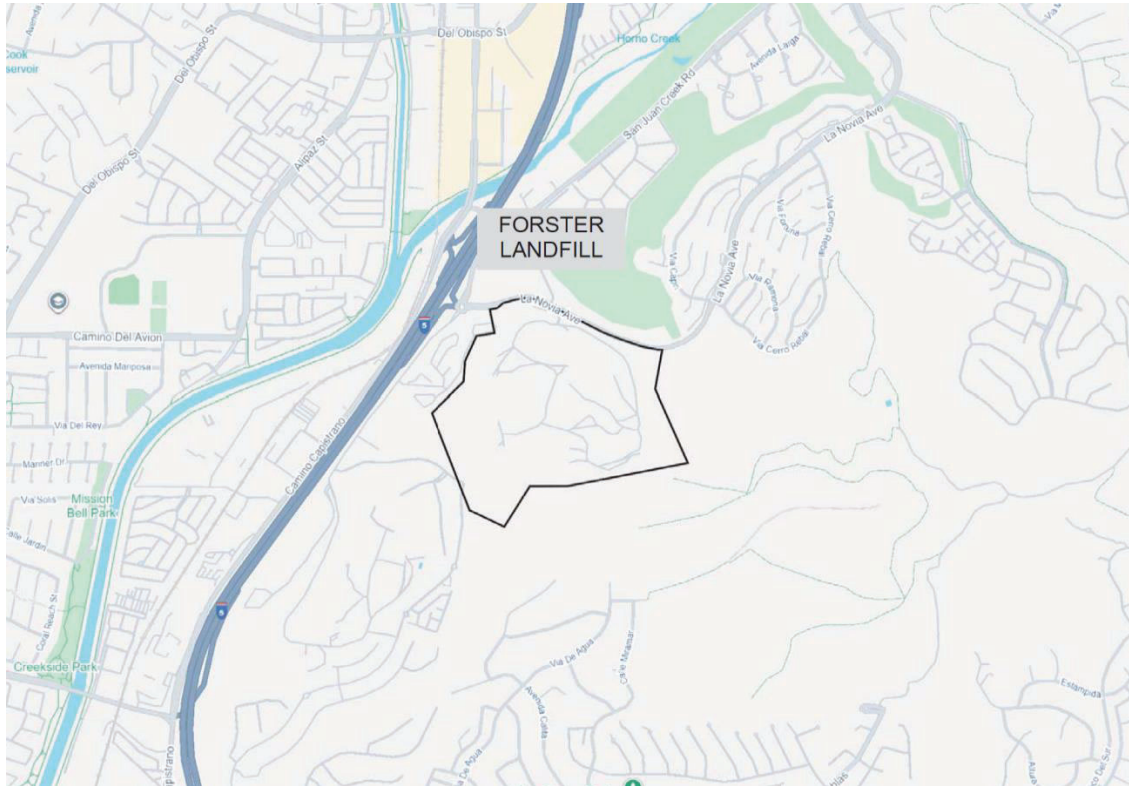
COYOTE CANYON



COYOTE CANYON LANDFILL

SITE MAP
NTS

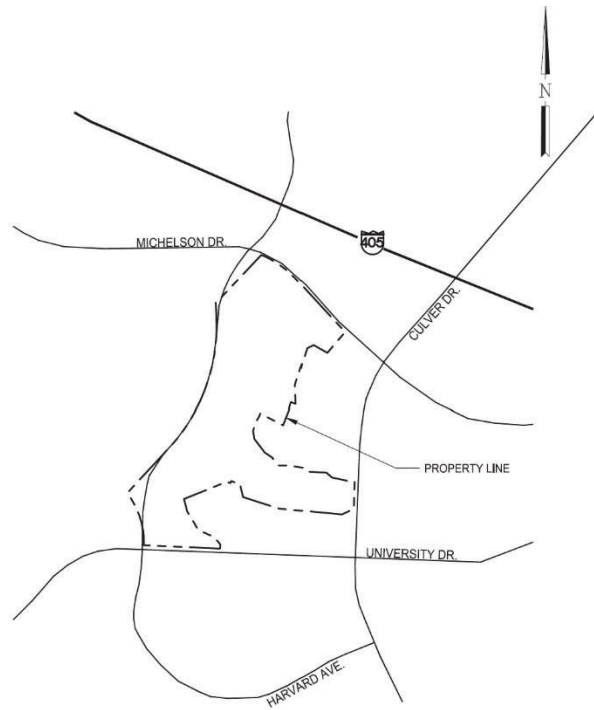
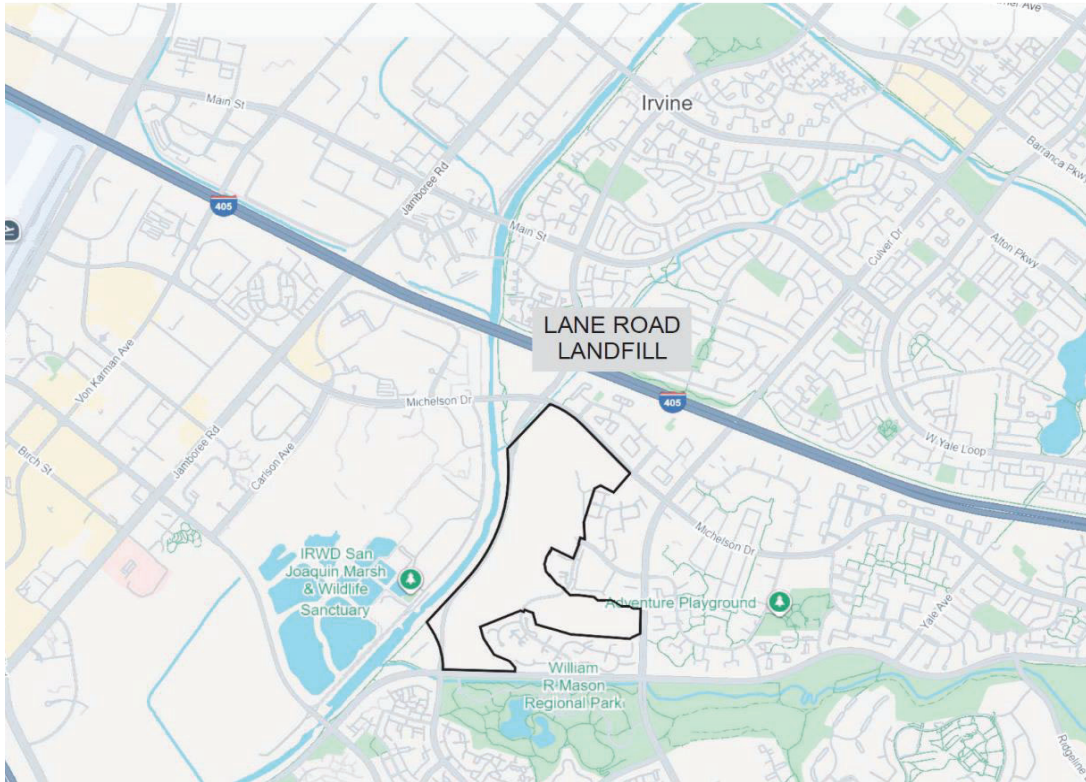
FORSTER CANYON



FORSTER LANDFILL

SITE MAP
NTS

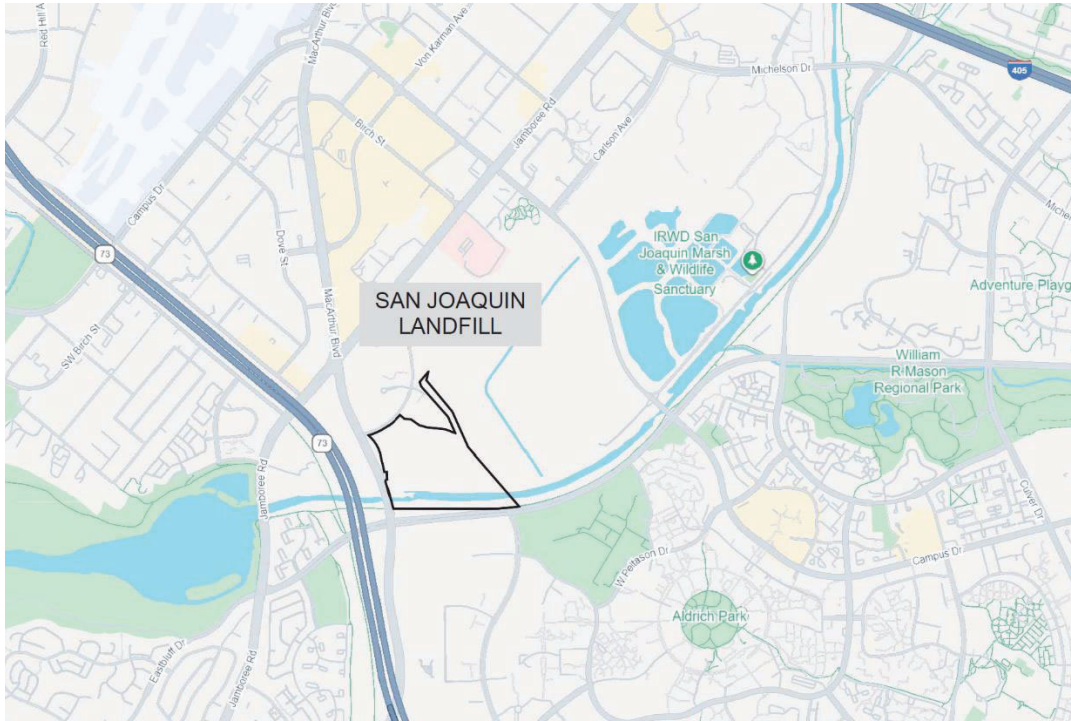
LANE ROAD



LANE ROAD LANDFILL

SITE MAP

SAN JOAQUIN



SAN JOAQUIN LANDFILL

SITE MAP
NTS

ATTACHMENT F - COYOTE CANYON GROUNDWATER EXTRACTION SYSTEM WEEKLY INSPECTION

Date: _____ Time: _____ Temp.: _____ Tech: _____
 Weather: _____ Week of: _____

| | | | |
|----------------------|--------------------|-------------------|----------------|
| Control Panel | Sewer Vault | Sewer Line | Vault |
| Alarm | Valves | Pipeline | Diverter Valve |
| Beacon | Floot switch | Clean-out | |
| Switches | Containment | | |
| Auto Dialer | | | |

| Tank Farm | Current | Previous | Difference | Valve | Level Current | Level Previous | Difference |
|-----------------------|---------|----------|------------|--------|---------------|----------------|------------|
| Inlet Flowmeter | | | 0 Gallons | Tank 1 | | | 0 inches |
| Outlet Flowmeter | | | 0 Gallons | Tank 2 | | | 0 inches |
| Transfer Flowmeter | | | 0 Gallons | Tank 3 | | | 0 inches |
| Secondary Containment | | | | Tank 4 | | | 0 inches |
| Sump pump | | | | Tank 5 | | | 0 inches |
| Transfer Pump | | | | | | | |

| Air Compressors | Current | Previous | Total (Hrs) | Air Press. | Coolant level | Safety Relief valve | Rotate monthly | Status |
|-------------------|---------|----------|-------------|------------|---------------|---------------------|----------------|--------|
| Air Compressor #1 | | | 0.0 | | OK | OK | Yes | |
| Air Compressor #2 | | | 0.0 | | Add Coolant | OK | Yes | |

| Transfer Pumps | Status | PSI | Total minutes | Blowdown bucket |
|----------------|--------|-----|---------------|-----------------|
| P1 | OK | | | |
| P2 | OK | | | |

| Detention Vault | Status |
|-----------------|--------|
| Cleanliness | OK |
| Level Sensors | OK |

| Well # | Level (ft.) | | | Air Pressure | | | Flowmeter | | | (flow/time=gpm) Timed Average | Status |
|--------|-------------|----------|------------|--------------|----------|------------|-----------|----------|------------|----------------------------------|--------|
| | Current | Previous | Difference | Current | Previous | Difference | Current | Previous | Difference | | |
| R1 | | | 0.0 | | | 0 | | | 0 | | |
| R2 | | | 0.0 | | | 0 | | | 0 | | |
| R3 | | | 0.0 | | | 0 | | | 0 | | |
| R4 | | | 0.0 | | | 0 | | | 0 | | |
| R5 | | | 0.0 | | | 0 | | | 0 | | |
| R6 | | | 0.0 | | | 0 | | | 0 | | |
| Total | | | | | | | | | 0 | | |

| X-Mas Tree | Current | Date | Previous | Date | Total | # of Days | Daily Average | Valves | Bypass | Y strainer |
|--------------|---------|------|----------|------|-----------|-----------|---------------------|--------|--------|------------|
| Well water | | | | | 0 Gallons | 0 | | | | |
| Spring water | | | | | 0 Gallons | 0 | | | | |
| | | | | | | | Total Daily Average | | | |
| | | | | | | | 0.00 | | | |
| Note: | | | | | | | | | | |
| Remarks: | | | | | | | | | | |

ATTACHMENT G - COYOTE CANYON GROUNDWATER EXTRACTION SYSTEM
MONTHLY INSPECTION (TO BE USED ONLY WHEN SYSTEM IS SHUT DOWN)

Date: _____ Time: _____ Temp.: _____ Tech: _____
 Weather: _____ Week of: _____

| Control Panel | |
|---------------|--|
| Alarm | |
| Beacon | |
| Switches | |
| Auto Dialer | |

| Sewer Vault | |
|--------------|----------|
| Valves | Note- #1 |
| Float switch | |
| Containment | |

| Sewer Line | |
|------------|--|
| Pipeline | |
| Clean-out | |

| Vault | |
|----------------|--|
| Diverter Valve | |

| Tank Farm | Current | Previous | Difference |
|-----------------------|---------|----------|------------|
| Inlet Flowmeter | | | 0 Gallons |
| Outlet Flowmeter | | | 0 Gallons |
| Transfer Flowmeter | | | 0 Gallons |
| Secondary Containment | | | |
| Sump pump | | | |
| Transfer Pump | | | |

| Valve | Level Current | Level Previous | Difference |
|--------|---------------|----------------|------------|
| Tank 1 | | | 0 inches |
| Tank 2 | | | 0 inches |
| Tank 3 | | | 0 inches |
| Tank 4 | | | 0 inches |
| Tank 5 | | | 0 inches |

| Detention Vault | Status |
|-----------------|--------|
| Cleanliness | |
| Level Sensors | |