

CONTRACT NO. 5608

ORIGINAL

CONTRACT

BETWEEN

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY

AND

AMERICAN INTEGRATED SERVICES, INC.  
(A Corporation)

FOR

THE CONSTRUCTION OF  
JOINT WATER POLLUTION CONTROL PLANT REMEDIATION SYSTEM EXPANSION

Located in the City of Carson, California

**AGREEMENT FOR PUBLIC WORKS CONSTRUCTION**

This agreement for public works construction (“Agreement”) is dated \_\_\_\_\_ and is between COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, a county sanitation district organized and existing under the County Sanitation District Act, California Health & Safety Code, Division 5, Part 3, Chapter 3, Sections 4700 et seq. (the “District”), and

AMERICAN INTEGRATED SERVICES, INC.  
(Corporation)

(the “Contractor”).

The District and the Contractor agree, as follows:

FIRST: The Contractor shall furnish all tools, equipment, labor, and material necessary to perform and complete, and to faithfully perform and complete, in good and workmanlike manner, the construction of

JOINT WATER POLLUTION CONTROL PLANT REMEDIATION SYSTEM EXPANSION

(the “Work”), all in accordance with the Plans (Drawing No. JO-G-1355), the Special Provisions, and the Standard Specifications for Public Works Construction, 2021 Edition, complete with the District’s Amendments to the Standard Specifications, 2021 Edition, which are on file in the Office of the Chief Engineer of the District at 1955 Workman Mill Road, Whittier, California, 90601 (the “Contract Documents”). The Contract Documents and the proposal of the Contractor, which is also on file in the Office of the Chief Engineer, are incorporated by reference and made a part of this Agreement.

SECOND: The Contractor shall furnish all necessary tools, equipment, labor, and materials and shall perform and complete the Work as required or indicated by the Contract Documents under the direction and to the satisfaction of the District’s Chief Engineer.

THIRD: The Contractor shall diligently prosecute the Work to ensure the completion of the Work within 1,600 working days of the date in the Notice to Proceed to be issued by the District’s Chief Engineer as provided in the Contract Documents.

FOURTH: Pursuant to applicable provisions of the California Labor Code, the Contractor shall pay all workers employed on the Work by the Contractor, or by any subcontractor doing or contracting to do any part of the Work, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work, for each craft or type of worker needed to perform the Work, as ascertained by the Director of the Department of Industrial Relations. In the event of non-compliance, the Contractor will be subject to the penalties provided in Labor Code Section 1775. No contractor or subcontractor may be listed on a bid proposal or awarded a contract or subcontract for this project unless it is registered with the Department of Industrial Relations and pays the required registration fee pursuant to Labor Code Section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor shall keep and certify an accurate payroll record in accordance with the provisions of Labor Code Section 1776. The Contractor shall make its payroll record available for inspection in accordance with California Labor Code Section 1776, and shall be subject to the penalties provided in that Section in the event of noncompliance. The District may withhold any penalties assessed against the Contractor from progress payments then due.

A copy of the listing of general prevailing wage rates may be obtained from the State of California Department of Industrial Relations, Director’s Office of Policy, Research and Legislation, Prevailing Wage Unit, at (415) 703-4774 or by visiting their web site at “www.dir.ca.gov”.

As provided in Labor Code Section 1810, eight hours constitutes a legal day's work.

FIFTH: The District is authorized to withhold a portion of the amounts due Contractor as retention pending completion of the Work. At the request and expense of the Contractor, securities equivalent to amounts withheld as retention may be deposited with the District, or with a state or federally chartered bank as an escrow agent, who shall deliver the retention or retained securities to the Contractor upon satisfactory completion of the Work. This option provided to Contractor is currently provided for in California Public Contract Code Section 22300. Should that section cease to be effective, the Contractor will not have this option as to any progress payment paid or payable after the date the section ceases to be effective. Securities eligible for deposit under California Public Contract Code Section 22300 may only include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any security substituted for monies withheld and shall receive any interest earned on the deposited amounts.

SIXTH: The Contractor shall comply with Section 1777.5 of the Labor Code. Responsibility for compliance with this Section for all apprenticeable occupations shall be fixed with the Contractor.

SEVENTH: In consideration of the full and satisfactory performance of this Agreement, the District shall pay the Contractor, and the Contractor shall accept in full and final payment for the Work, the following prices for the different classes or units of work specified, namely:

**Item 1** – For the construction of the JWPCP Remediation System Expansion as outlined in the RDIP and specified in the Contract Documents, but EXCLUDING the work described under Bid Items 2 through 21 thereto, the lump sum of \$1,031,000.00.

**Item 2** – For furnishing labor, material, and equipment to continue existing remediation system operation, maintenance, and monitoring (OMM) and conduct semiannual groundwater monitoring during construction in accordance with Section 1B, Parts 1.2.5 and 2.4.

- 2a) 36 weeks of OMM, the unit price of \$2,850.00 per week.
- 2b) 1 groundwater monitoring event, the unit price of \$13,700.00 per event.
- 2c) Acceptance of 1 semiannual report, the unit price of \$16,700.00 per report.

**Item 3** – Construct and develop, as applicable, AS, VE, and biosparge wells as shown and specified in the Contract Documents and in accordance with Section 2E.

- Furnish all labor, material, and equipment to construct twenty-seven (27) auger drilled AS wells each to maximum depth of 85 feet, 20 auger drilled biosparge wells each to maximum depth of 85 feet, twenty-three (23) auger drilled biosparge wells each to maximum depth of 100 feet, seven (7) auger drilled VE wells each to maximum depth of 50 feet, and nine (9) direct-push drilled SVPs each to maximum depth of 45 feet, four (4) groundwater monitoring wells to maximum depth of 85 feet, destroy (in accordance with Section 2Y) and replace one (1) groundwater monitoring well to a maximum depth of 85 feet and shown in Sheets C-2 through C-3.
  - Furnish all labor, material, and equipment to construct associated wellhead completion details as shown and specified in the Contract Documents.
- 3a) 6,720 feet of AS/biosparge/groundwater monitoring well, the unit price of \$112.00 per foot.
  - 3b) 350 feet of VE well, the unit price of \$167.00 per foot.
  - 3c) 70 units of AS/biosparge well head completion, the unit price of \$1,200.00 per unit.

- 3d) 7 units of SVE well head completion, the unit price of \$2,670.00 per unit.
- 3e) 405 feet of nested SVP, the unit price of \$137.00 per foot.
- 3f) 14 units of monitoring well/SVP well boxes, the unit price of \$1,300.00 per unit.
- 3g) Destroy 1 well, the unit price of \$28,300.00 per well.
- 3h) Develop 75 wells, the unit price of \$2,660.00 per well.

**Item 4** – Collecting soil samples in accordance with Section 2E, Part 2.4 thereto, the lump sum of \$4,700.00.

**Item 5** – Construction and develop horizontal POB well in accordance with Section 2W and Design Drawings.

- The wellhead shall include conveyance tubing, fittings, piping, pressure gauges, and valves as shown and specified in the Contract Documents.
- Furnish all labor, material, and equipment to construct three (3) SVPs to maximum depth of 25 feet and associated vaults as shown and specified in the Contract Documents and in accordance with Section 2E.

- 5a) 1,240 feet of lateral horizontal well, the unit price of \$858.00 per foot.
- 5b) 1 unit of POB well head/vault, the unit price of \$25,500.00 per unit.
- 5c) 3 units of SVPs, the unit price of \$7,200.00 per unit.

**Item 6** – Construction of pipeline bank manifolds, conveyance piping, and piping supports in accordance with Division 18 and Contract Documents, including connections for existing AS well AS-13 and existing biosparge well AS-38. The District shall not accept extra work for minor changes in well location or conveyance piping length thereto, the lump sum of \$564,200.00.

**Item 7** – Furnish all labor, material, and equipment to construct equipment compound and canopy and purchase, install, and connect equipment (including five dedicated groundwater pumps) in accordance with the Contract Documents including design and construct electrical service panel, instrumentation and controls, conduits, conductor wiring, connections, fittings, anchors, and all appurtenances as shown and specified in the Contract Documents thereto, the lump sum of \$1,451,000.00.

**Item 8** – Non-Hazardous Waste Disposal

- Furnish all labor, material, and equipment for the soil profiling, including soil sampling and analytical testing of soil material as specified in Section 2B, Part 7 of these Special Provisions.
- Furnish all labor, material, and equipment to profile, manage, load, transport, and dispose of affected, non-hazardous soil material as shown and specified in Section 2B, Part 7 of these Special Provisions.
- Furnish all labor, material, and equipment to profile, manage, load, transport, and dispose of nonhazardous liquid-soil mixture generated during construction of horizontal POB well as shown and specified in Section 2B, Part 7 of these Special Provisions.
- Furnish all labor, material, and equipment to profile, manage, load, transport, and dispose of affected, non-hazardous liquid material including decontamination water and purged groundwater during development and commissioning as shown and specified in Section 2E, Part 5 of these Special Provisions.
- Furnish all labor, material, and equipment to profile, manage, load, transport, and dispose of construction debris generated during activities as shown and specified in the Contract Documents.

- 8a) 16 soil samples, the unit price of \$400.00 per sample.

8b) 1,080 tons of non-hazardous soil, the unit price of \$94.00 per ton.

8c) 2,750 gallons of non-hazardous liquid, the unit price of \$6.00 per gallon.

**Item 9** – Commissioning

- Furnish all labor, material, and equipment to perform baseline sampling event in accordance with Section 2X, Part 4 and commissioning of installed equipment as shown and specified in the Contract Documents. Commissioning shall include electrical service testing, control equipment testing, leak testing, initial startup, monitoring, troubleshooting, and sample collection for permit compliance of all installed and existing equipment.
- Furnish all labor, material, and equipment to complete the Construction Completion Report in accordance with Section 2X, Part 3.4 for submittal to the Regional Water Quality Control Board, Los Angeles Region (LARWQCB) thereto, the lump sum of \$216,700.00.

**Item 10** – Operations, Monitoring, and Maintenance (OMM) – Years 1 to 3

- Furnish all labor, material, and equipment to perform OMM of the AS/VE and biosparge remediation systems in accordance with Section 2X following District’s certification of commissioning completion. OMM activities shall be conducted in accordance with Section 2X, Part 5.

10a) 16 events of offsite SVP screening, the unit price of \$1,900.00 per event.

10b) 12 events of onsite SVP screening, the unit price of \$4,000.00 per event.

10c) 36 months of AS/SVE/biosparge system OMM, the unit price of \$9,900.00 per month.

10d) 360 wells monitored monthly for groundwater parameters, the unit price of \$250.00 per well.

10e) 267 groundwater monitoring wells sampled, the unit price of \$390.00 per well.

10f) Acceptance of 36 monthly operations reports, the unit price of \$5,000.00 per report.

10g) Acceptance of 12 quarterly performance reports, the unit price of \$13,800.00 per report.

***FOR BID ITEMS 11 through 21 ONLY the District reserves the right to use all or none or any portion of the bid items without renegotiation of the bid price. The bid price shall include all direct and non-direct costs.***

**Item 11** – Include ten (10) hours per quarter to optimize AS/VE/biosparge systems and conduct discretionary sampling, 200 hours, the unit price of \$390.00 per hour.

**Item 12** – Data Collection Via Electronic Device

- Furnish all labor, material, and equipment to collect information generated during OMM and groundwater monitoring events using portable electronic devices (e.g. tablets). Electronic devices shall be equipped to collect data using project-specific field forms developed by the Contractor and approved by the District. The electronic devices shall produce data outputs pursuant to data schema and format developed by the Contractor and approved by the District. Electronic devices shall be equipped to provide data packages for each event using mobile cellular networks and have the ability to convey data directly to Microsoft® Access® software. The quantity of electronic devices shall be provided in sufficient number to allow for efficient completion of OMM and groundwater monitoring events; A minimum of two electronic devices shall be provided thereto, the lump sum of \$10,900.00.

**Item 13** – OMM – Year 4, assume same scope of work as Year 2

- 13a) 4 events of offsite SVP screening, the unit price of \$1,900.00 per event.
- 13b) 4 events of onsite SVP screening, the unit price of \$4,300.00 per event.
- 13c) 12 months of AS/SVE/biosparge system OMM, the unit price of \$10,900.00 per month.
- 13d) 120 wells monitored monthly for groundwater parameters, the unit price of \$270.00 per well.
- 13e) 89 groundwater monitoring wells sampled, the unit price of \$410.00 per well.
- 13f) Acceptance of 12 monthly operations reports, the unit price of \$5,400.00 per report.
- 13g) Acceptance of 4 quarterly performance reports, the unit price of \$14,700.00 per report.

**Item 14** – OMM – Year 5, assume same scope of work as Year 2

- 14a) 4 events of offsite SVP screening, the unit price of \$2,000.00 per event.
- 14b) 4 events of onsite SVP screening, the unit price of \$4,300.00 per event.
- 14c) 12 months of AS/SVE/biosparge system OMM, the unit price of \$10,900.00 per month.
- 14d) 120 wells monitored monthly for groundwater parameters, the unit price of \$270.00 per well.
- 14e) 89 groundwater monitoring wells sampled, the unit price of \$410.00 per well.
- 14f) Acceptance of 12 monthly operations reports, the unit price of \$5,400.00 per report.
- 14g) Acceptance of 4 quarterly performance reports, the unit price of \$14,700.00 per report.

**Item 15** – Hazardous Waste Disposal

- Furnish all labor, material, and equipment for the soil profiling, including soil sampling and analytical testing of soil material as specified in Section 2B, Part 7 of these Special Provisions.
- Furnish all labor, material, and equipment to profile, manage, load, transport, and dispose of affected, hazardous soil material as shown and specified in Section 2B, Part 7 of these Special Provisions.

- Furnish all labor, material, and equipment to profile, manage, load, transport, and dispose of affected, hazardous liquid material including purged groundwater or LNAPL during development and commissioning as shown and specified in Section 2E, Part 5 of these Special Provisions.

15a) 5 soil samples, the unit price of \$900.00 per sample.

15b) 100 tons of non-RCRA hazardous soil, the unit price of \$293.00 per ton.

15c) 200 gallons of non-RCRA hazardous liquid, the unit price of \$33.00 per gallon.

15d) 100 tons of RCRA hazardous soil, the unit price of \$626.00 per ton.

15e) 200 gallons of RCRA hazardous liquid, the unit price of \$40.00 per gallon.

**Item 16** – System Decommission

- Furnish all labor and materials to decommission onsite remediation including disposal of waste and preparation of a Decommissioning Report in accordance with Section 2Y.

16a) 1 horizontal well, the unit price of \$63,000.00 per well.

16b) 300 AS/biosparge/groundwater monitoring wells, the unit price of \$2,760.00 per well.

16c) 50 VE wells, the unit price of \$3,100.00 per well.

16d) 15 nested SVPs, the unit price of \$3,000.00 per nested SVP.

16e) 20,000 feet of conveyance piping, the unit price of \$6.00 per foot.

16f) 2 air compressor units, the unit price of \$5,300.00 per unit.

16g) 2 oxygen generator skid units, the unit price of \$10,500.00 per unit.

16h) 1 oxidizer unit, the unit price of \$10,500.00 per unit.

16i) 1 equipment compound, the unit price of \$12,600.00 per unit.

16j) 1 unit of other decommission activities, the unit price of \$55,500.00 per unit.

16k) Acceptance of 1 decommissioning report, the unit price of \$15,000.00 per report.

**Item 17** – ASM AS/VE and Biosparge Expansion Wells

- Furnish all labor, material, and equipment to permit, utility clear, and construct auger drilled biosparge wells or AS wells each to maximum depth of 85 feet, auger drilled VE wells each to maximum depth of 50 feet, and direct-push drilled SVPs each to maximum depth of 45 feet in accordance with Section 2E.
- Furnish all labor, material, and equipment to construct AS wellheads, VE wellheads, and SVP vaults in accordance with Section 2E.

17a) 136 AS/biosparge wells, the unit price of \$14,500.00 per well.

17b) 14 VE wells, the unit price of \$9,500.00 per well.

17c) 15 nested SVPs, the unit price of \$5,800.00 per nested SVP.

**Item 18** – ASM Conveyance Piping

- Furnish all labor, material, and equipment to construct HDPE conveyance piping, piping supports, pipeline bank manifolds in accordance with Division 18.

18a) 38,000 feet of conveyance piping, the unit price of \$19.50 per foot.

18b) 104 piping supports, the unit price of \$1,150.00 each.

18c) 20 pipeline bank manifolds, the unit price of \$17,700.00 each.

**Item 19** – ASM Expanded Manifold and Controls

- Furnish all labor, material, and equipment to expand compressed air control channel distribution manifold. Each manifold shall be constructed as shown and specified in the Contract Documents.
- Furnish all labor, material, and equipment to install instrumentation and controls for control channels on expanded 20 control channels at the unit price of \$10,500.00 per channel.

**Item 20** – ASM Waste Disposal

- Furnish all labor, material, and equipment for the soil profiling, including soil sampling and analytical testing of soil material as specified in Section 2B, Part 7 of these Special Provisions.
- Furnish all labor, material, and equipment to profile, manage, load, transport, and dispose of affected, non-hazardous and hazardous soil material as shown and specified in Section 2B, Part 7 of these Special Provisions.
- Furnish all labor, material, and equipment to profile, manage, load, transport, and dispose of affected, non-hazardous and hazardous liquid material including decontamination water, purged groundwater, or LNAPL during development and commissioning as shown and specified in Section 2E, Part 5 of these Special Provisions.
- Furnish all labor, material, and equipment to profile, manage, load, transport, and dispose of construction debris generated during activities as shown and specified in the Contract Documents.

20a) 7 soil samples, the unit price of \$800.00 per sample.

20b) 630 tons of non-hazardous soil, the unit price of \$121.00 per ton.

20c) 500 gallons of non-hazardous liquid, the unit price of \$15.00 per gallon.

20d) 50 tons non-RCRA hazardous soil, the unit price of \$370.00 per ton.

20e) 50 gallons of non-RCRA hazardous liquid, the unit price of \$128.00 per gallon.

20f) 50 tons of RCRA hazardous soil, the unit price of \$762.00 per ton.

20g) 50 gallons of RCRA hazardous liquid, the unit price of \$136.00 per gallon.

**Item 21** – ASM Expansion Commissioning

- Furnish all labor, material, and equipment to perform baseline sampling event and commissioning of installed expansion items. Baseline sampling shall include groundwater sampling at AS, biosparge, and monitoring wells prior to operations of expanded system and soil vapor sampling at the new and existing VE wells and SVPs prior to operations of expanded system. Commissioning shall include electrical service testing, control equipment testing, leak testing, initial startup, monitoring, troubleshooting, and sample collection for permit compliance of all expanded items thereto, 2 expansion commissioning thereto, the lump sum of \$125,000.00.



Each party is signing this Agreement on the date stated opposite that party's signature.

COUNTY SANITATION DISTRICT NO. 2 OF  
LOS ANGELES COUNTY

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Chairperson

ATTEST:

By: \_\_\_\_\_  
Secretary to the Board

APPROVED AS TO FORM  
LEWIS BRISBOIS BISGAARD & SMITH LLP

BONDS AND INSURANCE APPROVED:

By: \_\_\_\_\_  
District Counsel

By: \_\_\_\_\_  
Secretary to the Board

AMERICAN INTEGRATED SERVICES, INC.

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Contractor

**BOND FOR FAITHFUL PERFORMANCE**

KNOW ALL MEN BY THESE PRESENTS:

That we, AMERICAN INTEGRATED SERVICES, INC.  
(Corporation)

as Principal, and (Name)  
(Address)

as Surety, jointly and severally, and on behalf of our heirs, executors, administrators, successors and assigns, shall pay to COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY (the "District") the sum of THIRTEEN MILLION EIGHTY-FOUR THOUSAND TWO HUNDRED FORTY-FIVE DOLLARS AND NO CENTS - (\$13,084,245.00) -.

The consideration for this obligation is the District's award of the attached contract to Principal for the construction of

**JOINT WATER POLLUTION CONTROL PLANT REMEDIATION SYSTEM EXPANSION**

("Work"). The Principal is required to give this bond upon execution of the contract.

If the Principal fully performs all of the Work in accordance with all of the requirements of the contract and in the manner and at the times specified in the contract, then the Principal's and Surety's obligation under this bond shall be null and void, otherwise it shall be and remain in full force and effect.

Changes or alterations in the Work made pursuant to the terms of the contract will not in any way release either the Principal or Surety, nor shall any extensions of time granted under the provisions of the contract, release either the Principal or Surety. Notice of any changes or alterations or extensions of the contract is hereby waived by the Surety.

If changes or alterations are made in the contract or the Work that alter the general character of the Work, or that increase the total amount to be paid to the Contractor by more than twenty-five percent (25%), the District or Principal shall first obtain the written consent of the Surety.

The Principal and Surety are signing this bond for faithful performance on \_\_\_\_\_.

AMERICAN INTEGRATED SERVICES, INC.  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, AMERICAN INTEGRATED SERVICES, INC.  
(Corporation)

as Principal, and (Name)  
(Address)

as Surety, jointly and severally, and on behalf of our heirs, executors, administrators, successors and assigns, shall pay to COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY (the "District") the sum of THIRTEEN MILLION EIGHTY-FOUR THOUSAND TWO HUNDRED FORTY-FIVE DOLLARS AND NO CENTS - (\$13,084,245.00) -.

This bond is in accordance with Section 9554 of the Civil Code of the State of California and is not less than one hundred percent (100%) of the total amount payable by the terms of the contract.

The consideration for this obligation is the District's award of the attached contract for the construction of

**JOINT WATER POLLUTION CONTROL PLANT REMEDIATION SYSTEM EXPANSION**

("Work"). The Principal is required to give this bond to the District to secure the claims referred to in Chapter 5 (commencing with Section 9550) of Title 3, Part 6 of Division 4 of the Civil Code of the State of California in connection with the Work.

If the Principal or its subcontractors fail to pay for any materials, provisions, provender, or other supplies, used in, upon, for, or about the performance of the Work, or for any Work or labor done, or for amounts due under the Unemployment Insurance Act with respect to such Work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, the Surety shall pay the same in an amount not exceeding the sum of THIRTEEN MILLION EIGHTY-FOUR THOUSAND TWO HUNDRED FORTY-FIVE DOLLARS AND NO CENTS - (\$13,084,245.00) - and also, in case suit is brought upon this bond, shall pay, in addition to that amount, reasonable costs, expenses and fees, including reasonable attorney's fees, incurred by the District in successfully enforcing such obligation to be awarded and fixed by the court and to be taxed as costs and to be included in the judgment rendered in any such suit.

Changes or alterations in the Work that may be made pursuant to the terms of the contract will not in any way release either the Principal or Surety, nor will any extensions of time granted under the provisions of the contract release either the Principal or Surety. Notice of any changes or alterations or extensions of the contract is hereby waived by the Surety.

This bond will inure to the benefit of any and all persons, companies, or corporations entitled to file claims under Title 3 (commencing with Section 9100) of Part 6 of Division 4 of the Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Principal and Surety are signing this payment bond on \_\_\_\_\_.

AMERICAN INTEGRATED SERVICES, INC.  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_