

**CONTRACT MA-080-13010919
FOR
WASTE WATER SYSTEM MAINTENANCE AND ANALYSIS SERVICES**

THIS Contract, MA-080-13010919 for Waste Water System Maintenance and Analysis Services, (hereinafter referred to as "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, (hereinafter referred to as "County") and ~~Environ Strategy Consultants, Incorporated~~ **ES Engineering Services, LLC** with a place of business located at 1036 West Taft Avenue, Suite 200, Orange, California, (hereinafter referred to as "Contractor") with County and Contractor sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

RECITALS

WHEREAS, County and Contractor are entering into this Contract for Waste Water System Maintenance and Analysis Services under a fixed fee Contract; and,

WHEREAS, County solicited Waste Water System Maintenance and Analysis Services as set forth herein, and Contractor has represented that it is qualified to provide Waste Water System Maintenance and Analysis Services to the County as further set forth herein; and,

WHEREAS, Contractor agrees to provide Waste Water System Maintenance and Analysis Services the County as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

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

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide Waste Water System Maintenance and Analysis Services under a fixed fee Contract.
2. ~~**Term:** The initial term of this Contract shall become effective March 21, 2013, or upon the approval by the Orange County Board of Supervisors, whichever occurs later, and shall continue for one year from that date, unless otherwise terminated as provided herein. This Contract may be renewed annually upon expiration for four (4) additional one year periods upon mutual agreement of both parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.~~

AMENDMENT 1

~~**Term:** The initial term of this Contract shall become effective March 21, 2014 or upon the approval by the Orange County Board of Supervisors, whichever occurs later, and shall continue for one year from that date, unless otherwise terminated as provided herein. This Contract may be renewed annually upon expiration for three (3) additional one year periods upon mutual agreement of both parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.~~

~~AMENDMENT 2~~

~~**Term:** The initial term of this Contract shall become effective March 21, 2015, or upon the approval by the Orange County Board of Supervisors, whichever occurs later, and shall continue for one year from that date, unless otherwise terminated as provided herein. This Contract may be renewed annually upon expiration for two (2) additional one year periods upon mutual agreement of both parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.~~

AMENDMENT 3

Term: The initial term of this Contract shall become effective March 21, 2016, or upon the approval by the Orange County Board of Supervisors, whichever occurs later, and shall continue for one year from that date, unless otherwise terminated as provided herein. This Contract may be renewed annually upon expiration for (2) one additional one year periods upon mutual agreement of both parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.

3. **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.
4. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
5. **County's Project Manager:** The County shall appoint a Project Manager, as specified in Article 22. Notices, 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 Contractor personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld.

6. **Contractor's Project Manager:** The County shall appoint a Project Manager, as specified in Article 22, 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 under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Project

Manager. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor Project Manager or Key Personnel be removed from performing services under this Contract. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and Personnel. Said approval shall not be unreasonably withheld.

7. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
8. **Contractor's Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of work under this Contract shall possess sufficient experience and education to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one business day of notification by County. County shall submit the request in writing to the Contractor's project manager. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.
9. **Licenses:** Contractor and his subcontractors, if any, shall, at all time during the term of this Price Agreement, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Contractor and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entity.
10. **Prevailing Wage (Labor Code Section 1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in the locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the County's Clerk of the Board Office, and from the Director of the Department of Industrial Relations (DIR) at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
11. **Material, Workmanship, and Acceptance:**
 - a. **General:** All materials, parts, and equipment furnished by the Contractor in the work shall be new, high grade, and free from defects. Quality of Work shall be in accord with the generally accepted standards. Materials, parts, equipment and work quality shall be subject to County's approval.

Material, parts, equipment and work quality not conforming to the requirements of the Scope of Work shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by the Contractor, at its expense, when so directed by County.

If the Contractor fails to replace any defective or damaged work or material after reasonable notice, County may cause such work or materials to be replaced. The replacement expense shall be deducted from the amount to be paid to the Contractor.

Used or secondhand materials, parts, and equipment may be used only if permitted by the Scope of Work.

- b. Where materials are specified by reference to standard specifications of the American Society for Testing Materials (ASTM), Federal Specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract Documents to the same force and effect as if repeated therein.

12. Security – Youth Detention Facilities:

Background checks:

All Contractor personnel to be employed in performance of work under this Contract shall be subject to background checks and clearance that are required prior to working in a youth detention facility. The Contractor shall prepare and submit an information form to the County's Project Manager for all persons who will be working or who will need access to the facility. These information forms shall be submitted at least five (5) County working weeks prior to the start of work on the Contract or prior to the use of any person subsequent to the Contractor's start of work. These information forms will be provided by the County's Project Manager upon request and will be screened by the County's Probation Department. These information forms shall be thorough, accurate, and complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance. No person shall be employed under this Contract who has not received prior clearance from the Probation Department. The County Probation Department must provide an explanation if clearance is denied.

Performance Requirements:

All Contractor vehicles parked on site shall be locked and thoroughly secured at all times. All tools and materials shall remain in Contractor's possession at all times and shall never be left unattended. All lost or misplaced tools or materials shall be reported immediately to the security staff or Control in youth detention facilities or to the escort or Control in the Sheriff's facilities. All materials, large or small, from removal operations or flew construction (especially those materials that could be used to inflict injury, such as nails, wire, wood, etc.) shall be continuously cleaned up as work progresses. All work areas shall be secured prior to the end of each work period. Workers shall have no contact, either verbal or physical, with juveniles in the facilities.

- Contractor's employees shall NOT:
 - Give names or addresses to juveniles;
 - Receive any names or addresses from juveniles (including materials to be passed to another individual or juveniles);
 - Disclose the identity of any juvenile to anyone outside the facility;
 - Give any materials to juveniles; or
 - Receive any materials from juveniles (including materials to be passed to another individual or juvenile).

Failure to comply with these requirements is a criminal act and can result in prosecution. Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

- Contractor's personnel shall:
 - Comply with the written schedule provided by the County which shall clearly show the specific start and end times for each work day;
 - Arrive at the site no more than 15 minutes prior to the scheduled time or no more than 15 minutes after the scheduled time; and,
 - Report to the control desk upon arrival at the job site.

Control personnel will ensure that the work area is clear and ready for work to begin. If a Contractor's employee is delayed or cancellation is necessary, the designated on-site coordinator or the County Project Manager should be contacted immediately. Repeat problems will be grounds for remedial action which may include Contract termination

13. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
14. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
15. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
16. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media

spokespersons for County projects without first obtaining permission from the County Project Manager.

17. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
 - c. Terminate the Contract immediately without penalty.

18. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Supervisor and the County's project manager as specified in Article 22. "Notices" by way of the following process, such matter shall be brought to the attention of the County DPA by way of the following process:
 - (i) The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - (ii) The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
 - (iii) Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.

19. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

20. **Delivery Parking:** The County of Orange will not provide free parking for delivery services.
21. **Material Safety Data Sheets (MSDS):** The Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to the County under the contract. This includes hazardous substances that are not directly included in the contract, but are included in the goods or services provided by the Contractor to the County. The provision of the MSDS must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDS for each substance must be sent to the County Project Manager and must also be sent to:

County of Orange CEO/Risk Management
Attn: Safety and Loss Prevention Program
PO Box 327
Santa Ana, CA 92702

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

County: OC Public Works/OC Facilities Operation
Attn: ~~Steve Compton~~, **Stephen Johsz**, Project Manager
1143 East Fruit Street
Santa Ana, CA 92701-4204
Phone: 714-667-4945
Email: ~~steven.compton~~ **stephen.johsz@ocpw.ocgov.com**

cc: OC Public Works/Procurement Services
Attn: Nancy Foroughi, County DPA
300 N. Flower Street, Suite 838
Santa Ana, CA 92703-5001
Phone: 714-667-4951
Email: nancy.foroughi@ocpw.ocgov.com

Contractor: ~~Environ Strategy Consultants, Inc.~~
ES Engineering Services, LLC
Attn: Ryan Bonner
1036 West Taft Avenue, Suite 200
Orange, CA 92865-4121
Phone: 714-919-6500 ext 104
Email: ~~rbonner@environstrategy.com~~
rbonner@es-online.com

23. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the

Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

24. **Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing County's Purchasing Agent or his designee.
25. **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.
26. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
27. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Overshipments and undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
28. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears.
29. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in Article "56" below, and as more fully described in Article "56", 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.
30. **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 Article "56" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
31. **Assignment or Subcontracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
 32. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
 33. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
 34. **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.
 35. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
 36. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.
 37. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like

manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

38. **Insurance Provisions:** Prior to the provisions of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with County Certificates of Insurance, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by County Executive Office (CEO)/Office of Risk Management.

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

Qualified Insurer: Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A-(Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

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

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

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by County of Orange shall be excess and non-contributing.

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

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).

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

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

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty 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.

39. **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 “56” below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
40. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.
 41. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of County..
 42. **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.
 43. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and 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.
 44. **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 Article “56” below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
 45. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
 46. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Contractors Pricing attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
 47. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
 48. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and


- conditions included in this Contract.
49. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
 50. **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.
 51. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
 52. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney’s fees, costs and expenses.
 53. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of 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.
 54. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
 55. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
 56. **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.

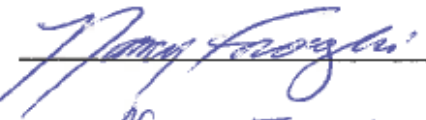
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown below their respective signatures below.

ENVIRON STRATEGY CONSULTANTS, INC.,
a California Corporation*

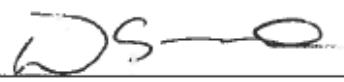
By 
Print Name Jinghui Shen
Title President
Corporate Officer
Date 12/1/12

By 
Print Name Ryan Bonnel
Title Vice President
Corporate Officer
Date 12/1/12

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

By 
Print Name Nancy Foroughi
Title Deputy Purchasing Agent
Date March 21, 2013

APPROVED AS TO FORM:
County Counsel

By 
Deputy
Date 12-7-12

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

**ATTACHMENT A
SCOPE OF WORK**

I. GENERAL REQUIREMENTS

- A. The Contractor shall provide all preventative maintenance, repairs, waste water analysis and reporting as necessary to meet the requirements of the State of California Regional Water Quality Control Board (hereinafter CRWQCB) for waste water discharge, monitoring and reporting.
- B. The Contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor shall schedule operations to meet or exceed these levels.
- C. The Contractor shall provide all labor (including required professional and supervisory services), tools, equipment, vehicles, materials and incidentals required to perform all specified services.

II. SITE LOCATIONS

- A. Joplin Youth Center (Joplin),
19480 Rose Canyon Road,
Trabuco Canyon

Reference Attachment D for CRWQCB Order No. 93-47, and Addendum No. 1

- B. Los Pinos Conservation Camp (Los Pinos),
39251 Ortega Highway,
Lake Elsinore

Reference Attachment E for CRWQCB Order No.94-46 with Addendum No. 1

III. PERFORMANCE REQUIREMENTS

- A. System operations

Contractor shall:

1. Inspect entire system at least once per day (365 days per year) for Joplin;
2. Inspect entire system at least once per week (52 weeks per year) for Los Pinos;
3. Monitor system performance and adjust system as often as necessary to maintain quality standards specified in the CRWQCB permit requirements;
4. Maintain a log on all waste water maintenance and adjustments, and maintain all records as required by CRWQCB.

- B. System Maintenance

Contractor shall:

1. Implement a preventive maintenance program to provide system adjustments, lubrication and repairs. Preventive maintenance program that conforms to the scope of work contained herein shall be submitted to Project Manager or

designee for approval within seven (7) calendar days subsequent to the award of the Contract;

2. Perform preventive maintenance at least once per month;
3. Prepare and submit system maintenance reports to the Project Manager or designee, within three (3) calendar days subsequent to the inspection, additional maintenance or repairs required, e.g., vegetation control, equipment replacement, and major repairs in accordance with CRWQCB permit requirements.

C. Sludge Removal (Joplin)

Contractor shall:

1. Remove sludge as needed from the treatment plant;
2. Dispose of sludge in a manner that conforms to State and County regulations;
3. Maintain a record of the quantity and disposition of sludge removed.

D. Lab Work

Contractor shall:

1. Perform tests at least three (3) times per week at Joplin and one (1) time per week at Los Pinos:
 - a. Mixed Liquid Suspended Solid (MLSS)
 - b. Mixed Liquid Volatile Suspended Solid (MLVSS)
 - c. (For Joplin only) Return Activated Sludge Suspended Solids (RASSS)
 - d. Effluent Suspended solid (ESS)
 - e. Effluent Turbidity Tests (ETT)
2. Prepare and maintain quality assurance records (log book entries);
3. Perform additional sampling and as required to meet CRWQCB requirements.

E. Reports

Contractor shall:

1. Prepare and maintain logs and reports per CRWQCB requirements.
 - a. Quarterly Record
 - b. Semi-Annual Record
 - c. Semi-Annual Report
 - d. Annual Report

2. Submit required reports to CRWQCB and the Project Manager or designee.

F. Miscellaneous

Contractor shall:

1. Notify the Project Manager or designee when sludge removal is required;
2. Submit the required solid waste disposal log to CRWQCB and the Project Manager or designee;
3. Submit a duplicate copy of the logs, records and invoices to:

OCPW/Facilities Operations
1143 E. Fruit St.
Santa Ana, CA 92701
Attention: <Project Manager>

4. Submit a copy of its firm's CRWQCB certification at the start of this Contract and each subsequent year upon renewal of the Contract.

G. Equipment Repairs/Replacements

Contractor shall:

1. Provide all labor, tools, equipment, vehicles, materials, and incidentals necessary to maintain waste water systems in accordance with the California Regional Water Quality Control Board permit requirement;
2. Repair and/or replace damaged, vandalized, or failed equipment to maintain system in an operational capacity at all times;
3. Prepare and submit to the Project Manager or designee a written description of the work with an estimate of labor, materials, tools and equipment costs for equipment repairs/replacements not covered by this contract;
4. No work shall commence without the authorization of the Project Manager or designee;
5. After approval of the work estimate, the Contractor shall commence and complete the work in accordance with the Scope of Work for Waste Water System Maintenance and Analysis.

County shall:

1. Maintain the responsibility for major repairs or replacement for the selected equipment;
 - a. Joplin
 - i. Ponds
 - ii. Grinder (1)
 - iii. Influent pumps (4)

- iv. Decant Pumps (4)
 - v. Sludge Pumps (4)
 - vi. Effluent Pumps (4)
 - vii. Compressors w/motors (6)
 - viii. Effluent Flow Meter (1)
 - ix. Process Tanks (5)
- b. Los Pinos
- i. Ponds
 - ii. Influent Grinder
 - iii. Primary Pond Aerators (2)
 - iv. Pond 3 Effluent Pump
 - v. Pond 4 Effluent Pump
2. Authorize equipment repair/replacement by the Contractor as determined necessary to maintain the waste water systems in accordance with the CRWQCB permit requirements.
 3. Have the final determination as to the repairs/replacements that are required beyond the scope and conditions of this Contract.

Cost Criteria

1. The cost for labor shall be for actual labor used to perform the repair/replacement.
2. The base cost for materials shall be for materials used to perform the repair/replacement. The cost shall be the actual cost paid by the Contractor, reflecting the best price including any discount available.

IV. CONTRACT REQUIREMENTS

A. General

1. Control of Work: The Project Manager or designee shall decide any and all issues/questions which may arise as to the quality and acceptability of the work performed, the manner and rate of performance, interpretation of specifications, and/or acceptable fulfillment of the Contract by the Contractor. The Project Manager or designee shall also direct the inspection/administration of the work and decide issues/questions regarding compensation.
2. Performance Standards: The Contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide thorough waste

water maintenance and analysis to include monitoring, adjusting, lab work, and reports.

3. Deficient performance: The Project Manager or designee shall inspect and judge the performance of the work. The County reserves the right to deduct from the payments due, or to become due, to the Contractor for deficient performance and to perform or contract for the necessary service if, or when, the Contract work is incomplete, unsatisfactory or a lesser number of hours are provided than as designed by the Contractor. The amount of such deductions will be based on the extent of the unsatisfactory work. A copy of the inspection record with associated deduction calculation will be furnished to the Contractor.

4. Regulatory Requirements

Contractor shall perform all work in accordance with regulatory agency requirements, generally accepted industry practice for safe and efficient operation, and warranty all labor and materials used in the work for a period of one hundred-eighty (180) days, or in accordance with manufacturer's warranty if longer, after completion of the repairs.

All work shall be performed in strict accordance with:

- a. California Administrative Code (OSHA).
- b. California Codes for Industrial Safety.
- c. Chapter 4, Division of Industrial Safety, Subchapter 5, "Electrical Safety Order."
- d. California Regional Water Quality Control board (CRWQCB) regulations and permit requirements.

5. License/Certification

Contractor shall

- i. Maintain a certification and approval from CRWQCB for waste water systems operation and testing during full term of the Contract.
- ii. Obtain and pay for all permits and licenses incidental to the work or made necessary by its operations and pay all costs incurred by the permit or license requirements.

6. Premises Security

- a. At no time shall the Contractor or its employees enter other areas of the facility not specifically included in this Contract for waste water system maintenance and analysis. The Contractor shall be held responsible for full replacement for losses, which are directly or indirectly due to the action of its employees.
- b. All equipment will be accounted for at the end of each visit. Any discrepancies shall be reported immediately to the Project Manager or designee.

B. County's Responsibilities

1. Conduct background investigations on Contractor employees, which may include, but not be limited to, fingerprinting, completion of a personal history statement, prior employment history, education verifications, personal/professional/employment record checks, motor vehicle record checks, and local/state/federal criminal record checks.
2. Have final and absolute authority to deny the employment of any Contractor employee based upon the results of the background investigation.
3. Contractor should allow five (5) weeks after filing of background forms for the Probation Department to process clearances.

C. Contractor's Responsibilities

1. Employees

- a. Background/Security: All personnel engaged in performance of this work shall be employees of the Contractor and as such shall be warranted to possess sufficient experience and security records to perform this work. The Contractor shall have researched the employment and police records of each employee and shall maintain a copy of that research.
- b. Identification: All personnel in the Contractor's employ who enters a Probation Department facility shall have a current driver's license or shall have an identification (ID) card issued by the California Department of Motor Vehicles (DMV). Employees will not be permitted access inside the perimeter without a valid driver's license or ID card.
- c. Health: All personnel shall be in good health and free of contagious diseases. The Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.
- d. Conduct: No person(s) shall be employed for this work that is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, or who fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed at this facility.
- e. Supervision: The Contractor shall provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively in both written and oral English.
- f. Training: The Contractor shall provide personnel fully trained and experienced in the installation, repair, and maintenance of the waste water systems covered under this Contract.

2. Contractor's Office

The Contractor shall provide and maintain a telephone answering system with twenty-four (24) hour, seven (7) days per week, service capable of contacting and dispatching service personnel.

3. Vehicles

- a. All Contractor vehicles may be subject to inspection by a Probation Department Officer before entering or leaving facility grounds.
- b. All drivers shall remove ignition keys from their vehicles when they are out of the vehicles. Unattended vehicles shall be locked at all times.

4. Restrictions

Telephones shall not be used by Contractor or its employees for personal or business reasons with the following exception:

- a. To report need of medical aid, fire or need of law enforcement.
- b. Any calls to numbers other than the ones above will be considered a violation of this Contract and grounds for immediate termination.

5. Special Requirements

a. Arrival/Departure:

- (1) Upon arrival, Contractor employee(s) shall report to the Control Desk at the job site. Control will ensure that the work area is clear and ready for work to begin.
- (2) Report to the Control Desk when leaving the facility, whether departing momentarily or at the end of the workday.

b. Contractor employee(s) shall securely close and check all gates and doors to ensure that they are tightly closed and locked.

c. Contractor shall restrict all activities to the immediate work site and adjacent assigned areas.

d. Keys:

- (1) Contractor and its employee(s) shall make arrangements for use of facility keys prior to the start of work.
- (2) Keys shall be checked out when entering the site and checked in when leaving.
 - (i) Keys shall never be removed from the site for any reason.
 - (ii) Keys shall be securely fastened to workmen at all times.
 - (iii) Lost keys shall be reported immediately to the Control Desk.

e. In-Custody Minors

- (1) Contractor employee(s) shall not give anything to a minor, even if told it is permissible.
- (2) Contractor employee(s) shall not take anything from a minor, including a letter(s) to be mailed. Any request of this type must be reported to the Project Manager without delay.
- (3) Any problem with any minor or other member of the facility staff should be brought to the attention of the Project Manager immediately.
- (4) Contractor's employees shall not smoke or use profanity or other inappropriate language while on site.

f. Cleanup

All materials, large and small, from removal operations or new construction (especially those materials that could be used to inflict injury such as nails wire, wood, etc.) shall be continuously cleaned up as work progresses.

V. BEST MANAGEMENT PRACTICES (BMP):

Contractor shall conduct operations under this Contract so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System (NPDES) permits ("Stormwater Permits") to the County of Orange, and to the Orange County Flood Control District (District) and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including the Premises under this Contract. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

BMP Fact Sheets shall include but shall not be limited to the following which may be viewed and downloaded at: <http://www.ocwatersheds.com/MunicipalActivities.aspx>

- a. FF-2 b. FF-10 c. FF-13 d. PF-6

These BMP Fact Sheets may be modified during the term of the Contract; and County's Project Manager shall provide Contractor with any such modified BMP Fact Sheets.

Contractor shall, throughout the term of this Contract, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this Contract commences or as the Stormwater Permits may be modified. Contractor agrees to maintain current copies of the BMP Fact Sheets on the job sites throughout the term of this Contract. The BMPs applicable to uses authorized under this Contract must be performed as described within all applicable BMP Fact Sheets.

Contractor may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the County's Project Manager for review and approval prior to implementation.

County's Project Manager may visit the job sites and/or review Contractor's records at any time to assure that activities conducted on the job sites comply with the requirements of this section. Contractor may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this section.

VI. ADDITIONAL WORK:

- A. Upon County request, Contractor shall submit supplemental proposals for Additional Work not called for under the Scope of Work of this Contract. Contractor must obtain County Project Manager's written approval prior to commencing any additional work.
- B. County reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the additional work and to utilize the data provided under this Contract to obtain necessary services.
- C. If County authorizes work by an alternate source, Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.
- D. Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.
- E. Upon completion of any additional work, whether by Contractor or an alternative source, County's Project Manager or designee and Contractor will inspect the finished product at no additional cost to County. Upon mutual acceptance of the additional work, Contractor shall again be responsible for all services originally covered under this Contract and the work performed under this section.

**ATTACHMENT B
 CONTRACTOR’S PRICING**

I. COMPENSATION: This is a fixed fee Contract between the County and Contractor for Waste Water System Maintenance & Analysis Services as set forth in Attachment A. “Scope of Work.”

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, shipping/freight, labor and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles 25 and 40 of the County Contract Terms and Conditions.**

II. FEES AND CHARGES: Payment shall be made in accordance with the provisions of this Contract.

A. <u>Facility</u>	<u>Joplin</u>	<u>Los Pinos</u>
1. System Operations	\$ <u>6,240.00</u> /Month	\$ <u>1,300.00</u> /Month
2. System Maintenance	\$ <u>780.00</u> /Month	\$ <u>520.00</u> /Month
3. Lab Work	\$ <u>1,100.00</u> /Month	\$ <u>775.00</u> /Month
4. Sludge Disposal	\$ <u>375.00</u> /Month	\$ <u>0.00</u> /Month
TOTAL	\$ <u>8,495.00</u>/Month	\$ <u>2,595.00</u>/Month

B. <u>Reports</u>	<u>Joplin</u>	<u>Los Pinos</u>
1. <u>Monthly</u> Log-Ponds	\$ <u>0.00</u> /Each	\$ <u>39.00</u> /Each
2. Quarterly Records	\$ <u>51.00</u> /Each	\$ <u>51.00</u> /Each
3. Quarterly Reports – Sewage	\$ <u>0.00</u> /Each	\$ <u>51.00</u> /Each
4. Semi-Annual Record	\$ <u>61.00</u> /Each	\$ <u>61.00</u> /Each
5. Semi-Annual Report	\$ <u>61.00</u> /Each	\$ <u>61.00</u> /Each
6. Annual Report	\$ <u>61.00</u> /Each	\$ <u>66.00</u> /Each

C. <u>Service Levels</u>	<u>System Operation</u>	<u>System Maintenance</u>
Joplin Youth Center	<u>21</u> Hrs/Week	<u>5</u> Hrs/Week
Los Pinos Conservation Camp	<u>3</u> Hrs/Week	<u>2</u> Hrs/Week

D. <u>Pond Sludge Removal</u>	<u>Joplin</u>	<u>Los Pinos</u>
1. Dry Metric Ton	\$ <u>1,650.00/Each</u>	\$ <u>1,650.00/Each</u>
E. <u>Labor (Emergency and Repairs)</u>		
1. <u>Regular Hours:</u>		
Monday-Friday 7:00 a.m. to 5:00 p.m.		\$ <u>60.00</u>
2. <u>Premium Hours:</u>		
Monday-Friday 5:00 p.m. to 7:00 a.m.		\$ <u>90.00</u>
Saturday & Sunday 7:00 a.m. to 5:00 p.m.		\$ <u>90.00</u>
F. <u>Additional Work:</u>		
Any additional services not listed in the Contract must be approved by the County Project Manager in accordance with Attachment "A", Section V.		
Additional Work shall not exceed: \$ <u>30,000.00</u>		
G. <u>Total Contract Amount:</u>		\$ <u>164,775.00</u>

III. PRICE INCREASES/DECREASES: No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County.

IV. 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 the County during the term of this Contract not otherwise specified and provided for within this Contract.

V. CONTRACTOR’S EXPENSE: The 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.

VI. PAYMENT TERMS: Invoices are to be submitted in arrears, after goods have been received. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods not provided, or when goods do not meet the contract requirements.

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

VII. INVOICING INSTRUCTIONS: The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique 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
- F. Service Date
- G. Description of Services
- H. Total
- I. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works/OC Facilities Operation
Attn: Accounts Payable
1143 East Fruit Street
Santa Ana, CA 92701-4204

ATTACHMENT C
PROBATION – VENDOR CLEARANCE PROCESS

ORANGE COUNTY PROBATION DEPARTMENT
909 N. Main St., Suite 1
Santa Ana, CA. 92701
(METERED PARKING IS AVAILABLE)

VENDOR CLEARANCE PROCESS

All individuals who perform work in Probation Department facilities or on Probation Department property are required to undergo and pass a background investigation, including being fingerprinted. The background investigation process takes a minimum of two weeks to complete.

Note: A number of situations will prevent you from clearing this process including, but not limited to: current or recent grant of probation or parole; active warrant for your arrest, or pending criminal matters.

To begin the clearance process you must:

1. Call and make an appointment with:
Maggie Perez (714) 569-2194

2. On the day of your appointment, report to street level reception at the Santa Ana Office.

3. Bring the following required identification with you to your appointment:
 - Government issued picture identification (i.e. driver's license)
 - Valid Social Security Card (a photocopy is not acceptable)

(Note: If you do not have the required identification, you will not be permitted to proceed with the clearance process.)

Do not contact the Probation Department for clearance results. The results will be forwarded to the Probation Department's project coordinator and you will be notified.

ATTACHMENT D
CRWQCB Order No. 93-47, and Addendum No. 1
(Placeholder)

ATTACHMENT E
CRWQCB Order No.94-46 with Addendum No. 1
(Placeholder)