

**CONTRACT BETWEEN THE COUNTY OF ORANGE  
AND  
L A CONSULTING, INC.  
FOR**

**Facility Maintenance Management for OC Public Works/Operations & Maintenance**

THIS Contract MA-080-10012030 for **Facility Maintenance Management for OC Public Works/Operations & Maintenance** of the County of Orange, 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 LA Consulting, Inc., with a place of business at 1209 Manhattan Avenue, Suite 310, Manhattan Beach, CA 90266 hereinafter referred to as (“CONTRACTOR “), with COUNTY and CONTRACTOR sometimes individually referred to as ( “Party”), or collectively referred to as (“Parties”).

County created Contract, MA-080-11012476 in place of MA-080-10012030 due to a Caps+ Purge Deletion

**RECITALS**

**WHEREAS**, the Contractor responded to the County’s Request for Proposal (“RFP”) offering performance of the complete Scope of Work as set out in Attachment A, and Contractor has represented that its proposed goods and services shall meet or exceed the County’s requirements and specifications as set forth herein; and,

**WHEREAS**, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into this Contract for **Facility Maintenance Management for OC Public Works/Operations & Maintenance**.

**NOW, THEREFORE**, the Parties mutually agree as follows:

**GENERAL TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

The offeror (hereinafter “CONTRACTOR”) shall provide ongoing technical and administrative support for an existing Maintenance Management System, including management process and database maintenance in accordance with the General Terms and Conditions set forth herein and Attachments A through E.

**2. COMPENSATION AND TERMS OF PAYMENT**

**This is a Fixed Fee Annual Agreement.** Compensation for products and services shall be as set forth in the Attachment C which is attached hereto and incorporated by this reference as if fully set forth herein.

CONTRACTOR agrees to accept the specified compensation as full remuneration for performing all services and furnishing all staffing and materials called for; and for any reasonably foreseen difficulties which may arise or be encountered in the execution of the services until its acceptance; and for risks connected with the services; and for performance by the CONTRACTOR of all of its duties and obligations hereunder.

**a. Compensation**

Remuneration to CONTRACTOR for performing the services hereunder shall be in accordance with the fixed fee schedule in Attachment C. Annual fees will remain unchanged for the three year term of this Price Agreement (hereinafter “CONTRACT”).

**b. Invoicing Terms of Payment**

Payments shall be made to CONTRACTOR as set forth in Attachment C attached hereto and made a part hereof.

CONTRACTOR shall submit invoices in duplicate directly to OCPW/Operations & Maintenance, 2301 N. Glassell Street, Orange, CA 92865 Attention: Travis Lyon. Invoice shall be submitted on standard company letterhead form and shall state (1) Invoice Number, (2) Facility Location, (3) A Brief Description of Work, (4) Unit Prices, (5) Total Amount Requested, (6) Contractor's Federal Tax ID Number, and (7) Price Agreement Number.

**3. TERMS OF PRICE AGREEMENT**

~~This Agreement (hereinafter "CONTRACT") shall be for a period of one (1) year from the date of award, subject to renewal for two (2) additional years in one year increments. This CONTRACT may be renewed on an annual basis for two additional one year terms upon mutual consent of both parties, and may require the approval of the Orange County Board of Supervisors. The COUNTY does not have to provide a reason if it elects not to renew.~~

**Amendment #1 (Renewal)**

Contract shall become effective on May 3, 2012, and shall continue for one year from that date, unless otherwise terminated by County. This Contract may be renewed upon expiration of the initial term, for one additional year, upon mutual agreement of both parties. County is not obligated to give a reason if it elects not to renew. Renewal amendments may require County Board of Supervisors approval.

**Amendment #2 (Renewal)**

Contract shall become effective on May 3, 2013, and shall continue for one year from that date, unless otherwise terminated by County. This Contract is not renewable.

**4. 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.

**5. ENTIRE CONTRACT**

This CONTRACT, 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 of Orange (hereinafter "COUNTY") unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by COUNTY'S Purchasing Agent or his designee, hereinafter "PURCHASING AGENT."

**6. 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.

**7. ACCEPTANCE/PAYMENT**

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

**8. WARRANTY**

CONTRACTOR expressly warrants that services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon CONTRACTOR'S part to indemnify, defend and hold COUNTY and its indemnitees as identified in paragraph "17" below, and as more fully described in paragraph "17", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the 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.

**9. PATENT/COPYRIGHT MATERIALS**

Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. CONTRACTOR warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. CONTRACTOR agrees that, in accordance with the more specific requirement contained in paragraph "17" below, it shall indemnify, defend and hold COUNTY and COUNTY INDEMNITEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

**10. ASSIGNMENT/SUBCONTRACTING**

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 sub-contracted 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 express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.

**11. 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 Section 1720 *et seq.* of the California Labor Code.

**12. TERMINATION**

Notwithstanding any other provision of this CONTRACT, COUNTY may at any time and without cause terminate in whole or in part, upon not less than (30) thirty days written notice to CONTRACTOR. Such termination shall be effected by delivery to CONTRACTOR a Notice of Termination specifying effective date of termination, whether CONTRACT shall be terminated in whole or in part and if applicable the portion of work to be terminated. CONTRACTOR shall immediately stop work in accordance with Notice of Termination and comply with any other direction as may be specified in Notice of Termination or provided

subsequently by COUNTY. COUNTY shall pay CONTRACTOR for work completed and accepted by COUNTY prior to effective date of termination and such payment shall be CONTRACTOR'S sole remedy.

In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of CONTRACTOR. Exercise by COUNTY of its right to terminate CONTRACT shall relieve COUNTY of all further obligation.

Under no circumstances will CONTRACTOR be entitled to anticipatory or unearned profits, consequential damages or any other damages of any sort as a result of a termination in whole or in part under this provision. CONTRACTOR shall insert in all subcontracts that subcontractors shall stop work on the date of and if applicable the portion of work to be terminated in a Notice of Termination, and shall require sub-consultant's to insert the same condition in any lower tier subcontracts.

**13. 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.

**14. REMEDIES NOT EXCLUSIVE**

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.

**15. INDEPENDENT CONTRACTOR**

CONTRACTOR shall be considered an independent contractor and neither CONTRACTOR, its employees, nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR, its employees nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

**16. PERFORMANCE**

CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform work to COUNTY'S satisfaction. CONTRACTOR shall be responsible for professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by 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.

**17. 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 of nature, including but not limited to personal injury or property damage, arising from or related to 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 concurrent active negligence of COUNTY or

County created Contract, MA-080-11012476 in place of MA-080-10012030 due to a Caps+ Purge Deletion

COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

18. INSURANCE

~~Prior to the provision 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 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 insurance policies required by this CONTRACT shall declare any deductible or self insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the COUNTY Executive Office (CEO)/Office of Risk Management. CONTRACTOR shall be responsible for reimbursement of any deductible to the insurer. Any self insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.~~

~~If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this CONTRACT, COUNTY may terminate this CONTRACT.~~

~~Qualified Insurer~~

~~The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).~~

~~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 Best's Rating) and VIII (Financial Size Category).~~

~~If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.~~

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

<u>Coverage</u>	<u>Minimum Limits</u>
<del>Commercial General Liability with broad form property damage and contractual liability</del>	<del>\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate</del>
<del>Automobile Liability including coverage for owned, non-owned and hired vehicles</del>	<del>\$1,000,000 combined single limit per occurrence</del>
<del>Workers' Compensation</del>	<del>Statutory</del>
<del>Employers' Liability Insurance</del>	<del>\$1,000,000 per occurrence</del>

~~All liability insurance, required by this CONTRACT shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.~~

~~The County of Orange shall be added as an additional insured on all insurance policies required by this CONTRACT with respect to work done by the CONTRACTOR under the terms of this CONTRACT (except Workers' Compensation/Employers'). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.~~



~~All insurance policies required by this CONTRACT shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that CONTRACTOR'S insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.~~

~~All insurance policies required by this CONTRACT shall give County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:~~

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

~~All insurance policies required by this CONTRACT shall waive all rights of subrogation against the 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.~~

~~Commercial General Liability policy shall contain a severability of interests clause.~~

~~CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self insured in accordance with provisions of that code. CONTRACTOR will comply with such provisions and shall furnish the COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this CONTRACT, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.~~

~~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 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.~~

~~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.~~

~~County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above mentioned insurance requirements in place of commercial insurance certificates and endorsements.~~

County created Contract, MA-080-11012476 in place of MA-080-10012030 due to a Caps+ Purge Deletion

**Amendment #2 (Renewal)**

**18. Insurance**

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the 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 the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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 the County Executive Office (CEO)/Office of Risk Management.

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

**Qualified Insurer**

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.

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

<b>Coverage</b>	<b>Minimum Limits</b>
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
Employers' Liability Insurance	\$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.

County created Contract, MA-080-11012476 in place of MA-080-10012030 due to a Caps+ Purge Deletion

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

All insurance policies required by this Contract shall waive all rights of subrogation against the 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 the 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 the 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:

County of Orange, OC Public Works  
ATTN: Tim Schindler  
2301 N. Glassell Street  
Orange, CA 92865

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by OC Public Works Procurement Services, 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.



**19. 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 paragraph "17" above, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

**20. CHANGES**

CONTRACTOR shall make no changes in work or perform any additional work without COUNTY'S specific written approval.

**21. CHANGE IN 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.

**22. 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.

**23. CONFIDENTIALITY**

CONTRACTOR agrees to maintain confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR'S staff, agents and employees.

**24. COMPLIANCE WITH LAWS**

CONTRACTOR represents and warrants that the services to be provided under this CONTRACT shall fully comply, at CONTRACTOR'S expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of paragraph "17" above, 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.

**25. PRICING**

CONTRACT price as set forth in the Attachment C – Proposal Cost Summary, which is incorporated by this reference as if fully set forth herein, shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the Attachments A through E attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.

**26. WAIVER OF JURY TRIAL**

Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and 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 claim of injury or damage.

**27. TERMS AND CONDITIONS**

CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.

**28. HEADINGS**

Various headings and numbers herein, 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.

**29. 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.

**30. CALENDAR DAYS**

Any reference to the work "day" or "days" herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.

**31. ATTORNEY FEES**

In any action or proceeding to enforce or interpret any provisions of this CONTRACT, or where any provisions hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

**32. 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 or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the party that has drafted it is not applicable and is waived. Provisions of this CONTRACT shall be interpreted in a reasonable manner to effect the purpose of the parties and this CONTRACT.

**33. AUTHORITY**

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.

**34. FISCAL APPROPRIATIONS, SUBJECT TO**

This CONTRACT is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this CONTRACT. If such appropriations are not approved, the CONTRACT will be terminated without penalty to the COUNTY.

**35. CONTINGENCY OF FUNDS**

CONTRACTOR acknowledges that funding or portions of funding for this CONTRACT may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the State of California to COUNTY. If such funding and/or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty.

**36. AUDITS/INSPECTIONS**

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

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

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

Should the CONTRACTOR cease to exist as a legal entity, the CONTRACTOR's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the COUNTY's project manager.

**37. VALIDITY**

The invalidity in whole or in part of any provision of this CONTRACT shall not void or affect validity of any other provision of the CONTRACT.

**38. PROJECT ADMINISTRATION**

The CONTRACTOR shall appoint a Project Manager to direct the efforts in fulfilling CONTRACTOR's obligations under this CONTRACT. This Project Manager shall be subject to the approval of the COUNTY and shall not be changed without the written consent of the County's Deputy Purchasing Agent, which consent shall not be unreasonably withheld.

COUNTY shall appoint a Deputy Purchasing Agent who will act as liaison between COUNTY and CONTRACTOR during the term of the CONTRACT; said Deputy Purchasing Agent shall coordinate the activities of COUNTY staff assigned to work with CONTRACTOR.

The CONTRACTOR's Project Manager and key personnel shall be assigned to this project for the duration of

the CONTRACT and shall diligently pursue all work to meet project timelines and milestones key personnel are those individuals who report directly to the CONTRACTOR's Project Manager. The County Deputy Purchasing Agent shall have the right to require the removal and replacement of the CONTRACTOR's Project Manager and key personnel. COUNTY's Deputy Purchasing Agent shall accomplish the removal within fourteen days after written notice by the COUNTY's Deputy Purchasing Agent. The COUNTY Deputy Purchasing Agent shall review and approve the appointment of the replacement CONTRACTOR Project Manager and key personnel. Said approval shall not be unreasonably withheld.

**39. PROJECT SCHEDULE**

The services performed under this CONTRACT shall be done in accordance with the approved project schedule incorporated herein as Attachment D, which may be revised at the option of the COUNTY. Nonetheless, CONTRACTOR shall be responsible for schedule adherence as outlined in Attachment D, Project Schedule. All costs for the project schedule and all activities associated with the plan are included in the fixed fee.

**40. CONTRACTOR WORK HOURS AND SAFETY STANDARDS**

The CONTRACTOR shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and COUNTY safety regulations and laws.

**41. CONFLICT OF INTEREST (COUNTY PERSONNEL)**

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

**42. CONFLICT OF INTEREST – CONTRACTOR'S PERSONNEL**

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, and relatives; sub-tier contractors; 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.

**43. CONFLICT RESOLUTION**

In the event of conflict or question involving the provisions of the terms and conditions as set forth in those pages and provisions as set forth in the Attachment A - Scope of Work interpretation and clarification as necessary shall be determined by COUNTY'S PURCHASING AGENT or his designee.

**44. DEFAULT (CONTRACTOR)**

In case of default by the CONTRACTOR, the COUNTY may procure the article or service from other sources and if the cost is higher, **the CONTRACTOR will be held responsible to pay the COUNTY the difference between this CONTRACT cost and the price paid.** COUNTY will make commercially reasonable efforts to pay the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under law.

**45. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

CONTRACTORS are to sign the following to certify that their bid is made independently and without collusion with other bidders for bid to be valid and acceptable to the COUNTY.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same CONTRACT items and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

**Signature of Authorized Company Representative**

**46. EQUAL EMPLOYMENT OPPORTUNITY**

Equal Employment Opportunity – CONTRACTOR shall comply with U.S. Executive order 11426 entitled “Equal Employment Opportunity” as amended by executive order 11375, and as supplemented in department of Labor regulations (41 CFR, part 60) and applicable State of California regulations as either or both may now exist or be hereinafter amended. Employer must not discriminate against employee or applicant for employment, on the basis or race, color, national origin, or ancestry, religion, sex, marital status, political affiliation, physical or mental condition.

Handicapped individuals – CONTRACTOR agrees to comply with the provisions of section 504 of the rehabilitation act of 1973, as amended pertaining to prohibition of discrimination against qualified handicapped persons in all programs, and/or activities as detailed in regulations signed by the Secretary of DHHS effective June 3, 1997 and found in the Federal Register, Volume #42 No. 68, dated May 4, 1997, as all may now exist or be in the future amended.

Americans with Disabilities (ADA) – CONTRACTOR agrees to comply with applicable provisions of Title 1 of Americans with Disabilities Act enacted in 1990.

APP Employee Verification (FF)

**47. 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.

**48. NOTICES**

Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate time to time.



County created Contract, MA-080-11012476 in place of MA-080-10012030 due to a Caps+ Purge Deletion

For CONTRACTOR: Name: LA Consulting, Inc.  
Address: 1209 Manhattan Avenue, Suite 310  
Manhattan Beach, CA 90266  
Attn: Harry Lorick  
Phone: (310) 374-5777

For COUNTY: Name: OC Public Works/Purchasing  
Address: 2301 n. Glassell Street  
Orange, CA 92865  
Attn: ~~Travis Lyon~~, Deputy Purchasing Agent  
Tim Schindler

cc: Name: OC Public Works/Procurement  
Address: 2301 N. Glassell Street  
Orange, CA 92865  
Attn: ~~Don McPeck~~, Operations Manager  
John Harris

**49. OWNERSHIP OF DOCUMENTS**

COUNTY has sole ownership of all direct, connected and derivative materials produced for this CONTRACT by the CONTRACTOR. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the COUNTY, and may be used by the COUNTY as it may require without any additional cost to the COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the CONTRACTOR without the express written consent of the COUNTY, and shall be returned to the COUNTY at the end of this CONTRACT.

**50. USE OF ALCOHOL OR DRUGS**

The use or possession of alcoholic beverages or illegal drugs by CONTRACTOR personnel while on duty is strictly forbidden. Any violation shall be cause for immediate removal of the offender(s) by the CONTRACTOR or the COUNTY from further work on COUNTY premises.

**51. EMERGENCY/DECLARED DISASTER REQUIREMENTS**

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

**52. ALL SPECIFICATION CHANGES TO BE ISSUED IN WRITING**

All changes in specifications and/or Price Document requirements will be issued in writing. The County of Orange is not responsible for any oral instruction.



**Signature Page**

The parties hereto have executed this CONTRACT on the dates shown opposite their respective signatures below.

**LA Consulting, Inc.\***

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

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

**The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.**

**The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer**

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

\*\*\*\*\*

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

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

Approved As To Form:  
COUNTY Counsel

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

Deputy County Counsel

Date: \_\_\_\_\_

**ATTACHMENT A**

**SCOPE OF WORK**

**I.OBJECTIVES**

This CONTRACT is to provide professional services for facility maintenance management for OC Public Works/Operations & Maintenance. Required services include providing ongoing technical and administrative support for an existing Maintenance Management System, including management process and database maintenance. The CONTRACTOR will be required to use the existing MMS software and databases to accomplish the tasks outlined below. **No new software will be considered.** Services are required for one year, with the potential for two one-year extensions.

**BACKGROUND**

OCPW/O&MOC Public Works/Operations & Maintenance is responsible for maintenance of over 310 miles of improved regional flood control channels and over 358 miles of roads in the unincorporated COUNTY. In addition, OC Public Works maintains approximately 497 additional miles of roads for the CONTRACT cities of Mission Viejo, Laguna Hills, Lake Forest, Laguna Woods, Transportation Corridor Agencies and Dana Point. Maintenance is performed through a combination of force account crews, inmate/Community Work Program Labor Crews, standing maintenance services Contracts and one-time repair Contracts.

OCOC Public Works/Operations & Maintenance has utilized computerized Maintenance Management System (MMS) since 1981, and implemented updated maintenance system software, MaintStar, from Bender Engineering (now MaintStar, Inc.), in 2001. The basic system supports OC Public Works/Operations & Maintenance need for a maintenance management system for planning, organizing, scheduling and controlling maintenance work. OC Public Works/Operations & Maintenance desires to continue the use and enhancement of the existing MMS software.

OCOC Public Works/Operations & Maintenance requires continuation of ongoing technical and administrative consultant expertise with workload projections, development of annual work plans, determination of required resources (both force account and CONTRACT), and productivity evaluations and measurement of work, as well as ongoing assistance with the data entry, quality control, output generation and overall administration and maintenance of the maintenance management system and related linkages and databases.

**II. OPERATION METHODOLOGY**

One distinct maintenance management system for OC Public Works/Operations & Maintenance shall be administered. The CONTRACTOR's scope is devised into three phases and twenty-eight (28) tasks as set forth herein and Section 12:

- \*PHASE I - ANNUAL PROGRAM UPDATE
- \*PHASE II - SYSTEM MAINTENANCE AND MANAGEMENT
- \*PHASE III - SYSTEM ENHANCEMENT

Following are descriptions which include the process, methods and procedures to be used, and reflects the end result to be expected from each task.

**PHASE I - PRODUCTION OF ANNUAL PLANS**

The purpose of Phase I shall be the production of one annual plan for the next fiscal year that incorporates OC Public Works/Operations & Maintenance desires and available manpower and equipment resources and matches them to the COUNTY's fiscal budget limitations. The overall plan shall include separate plans for 7 management units for the COUNTY and five plans for each of the five CONTRACT cities, the Transportation Corridors and the Seven Oaks Dam, for a total of 49 management unit plans and 520 activity plans. The updated plan shall consider the impact of current and future plans and available funding. Plans shall include the most efficient use of resources including equipment, labor and materials.

The Annual Plans effort shall concentrate on the following tasks:

- Task 1.1 -General Process
- 1.2 -Work Activity Analysis
- 1.3 -Feature Inventory
- 1.4 -Revise Service Levels
- 1.5 -Performance Guideline Update
- 1.6 -Update Unit Cost
- 1.7 -Generate Initial Work Program and Budget
- 1.8 -Revise Budget
- 1.9 -Initial Distribution of Work Program and Budget
- 1.10 -Finalize Work Program and Budget
- 1.11 -Match the MMS work plans to the COUNTY's fiscal year budgets
- 1.12 -Update Field Manuals
- 1.13 -Distribute Field Manuals

Following is a description of each of these tasks:

**Task 1.1 - General Process**

An overview of the annual plan update process shall be provided to all of the OC Public Works/Operations & Maintenance management and senior staff. The goal of this orientation is to refresh more experienced staff and orient those less familiar or new employees, with the process.

**DELIVERABLE: Initial overview/presentation shall be given to OC Public Works/Operations & Maintenance.**

**Task 1.2 - Work Activity Analysis**

A review of work performed in previous years by OC Public Works/Operations & Maintenance as well as CONTRACT maintenance work shall be compiled from MaintStar data and evaluated for each of the 170+ activities. Discussions with key staff and meetings with various supervisors shall be conducted to determine appropriate work activities, along with feature inventories and work units. Activities may be added or deleted based upon scheduling, production or operational requirements. A team review approach by OC PUBLIC WORKS/OPERATIONS & MAINTENANCE staff and the CONTRACTOR shall be conducted.

**DELIVERABLE: A list of work activities for the next fiscal year.**

**Task 1.3 - Feature Inventory**

Existing feature inventories for the activities developed in task 1.1 for OC Public Works/Operations & Maintenance shall be evaluated and updated by the CONTRACTOR. Inventory changes shall account for expansion of road and flood miles or other items which may effect work requirements and/or service levels.

This task includes update of feature inventories for the five CONTRACT cities in addition to the COUNTY maintained areas.

**DELIVERABLE: Updated feature inventory for OC Public Works/Operations & Maintenance.**

**Task 1.4 - Revise Service Levels**

The projected service levels shall be reviewed with all supervisors and senior management staff by the team. The previous year's data along with OC Public Works/Operations & Maintenance desired service levels shall be evaluated and next year's estimates of service levels made. Service levels will include the frequencies of maintenance for all 170+ activities for 49 management units. This task includes update of service levels for the five CONTRACT cities in addition to the County maintained areas. Previous year's data shall be evaluated and compared to current service levels.

**DELIVERABLE: Service levels for the fiscal year shall be estimated.**

**Task 1.5 - Performance Guideline Update**

A series of meetings (2) shall be conducted for OC Public Works/Operations & Maintenance personnel, including, Supervisor I's, scheduling and inspection staff shall be involved in the process as required. Crew size, resources required, work methods and average production values shall be updated to reflect the desired operation for each of the 170+ activities performed. Utilizing past history and experience of the CONTRACTOR and COUNTY staff, a concerted effort shall be made to identify the most efficient approach to each activity. Guidelines for new activities added in Task 1.2 shall also be prepared and agreed to with staff. This includes update of the electronic guideline files and all the related work plans in MaintStar.

**DELIVERABLE: Revised performance guidelines.**

**Task 1.6 - Update Unit Cost**

Costs for approximately 200 employees, 50+ pieces of equipment and 200+ materials shall be obtained from and verified with OC Public Works/Operations & Maintenance staff. Costs shall include current unit price amounts with an estimate for next year based upon wage increases, updated equipment hourly rates and current material unit prices. The updated costs will be entered into the MaintStar system.

**DELIVERABLE: All resource unit costs shall be updated for the new fiscal year.**

**Task 1.7 - Generate Initial Work Program and Budget**

Using data from previous tasks, an initial work program and budget for OC Public Works/Operations & Maintenance shall be generated for all 49 management units and 170+ activities using the MaintStar system. The initial work program and budget shall be reviewed by management and appropriate supervisors to determine adequacy and account for funding, staff and equipment levels. Staff comments shall be noted and discussed in the evaluation process. The initial work program and budget shall be discussed with staff and resource requirements determined. This task also includes generation of a separate work program and budget for each of the seven COUNTY management units, the five CONTRACT cities and transportation corridor agency, for a total of 520 activity plans.

**DELIVERABLE: Draft work program and budget for all management units.**

**Task 1.8 - Revise Budget**

A series of two (2) meetings shall be held with OC Public Works/Operations & Maintenance staff to explain changes to the work program and budget and to receive input from OC Public Works/Operations & Maintenance management staff. A meeting will also be conducted with managers from each of the five

CONTRACT agencies to review their separate work program and budgets. A final budget shall be prepared for the manager(s) for inclusion into the budget process. The revised budget shall be prepared using the MaintStar MMS and presented to staff.

**DELIVERABLE: Revised Budget.**

**Task 1.9 - Initial Distribution of Work Program and Budget**

Concurrent with Task 1.8, CONTRACTOR shall perform an initial distribution of resources on budgets for OC Public Works/Operations & Maintenance. Leveling of workloads to match available personnel and equipment or other funding restraints or agency desires shall be conducted. A generalized level work program shall be provided using the MaintStar MMS.

**DELIVERABLE: Initial distribution of workload shall be determined for OC Public Works/Operations & Maintenance.**

**Task 1.10 - Finalize Work Program and Budget**

Based on financial resources approved for operations, the work program and budget shall be revised. Initial changes shall be given to the OC Public Works/Operations & Maintenance CONTRACTOR's project manager. A series of two (2) meetings shall be conducted to finalize all changes. The resulting work program budget shall be approved by OC Public Works/Operations & Maintenance Manager of Operations.

**DELIVERABLE: Final work program and budget.**

**Task 1.11 Match the MMS annual work plans to the COUNTY's fiscal budgets**

This task includes the review of all activity plans to ensure proper planning of crews, equipment and materials and the adjustments of the MMS work plans and the COUNTY budget to match planned expenditures. This will help to plan maintenance work based upon available funds and use actual maintenance history to develop future Operations and Maintenance annual budgets.

**DELIVERABLE: Annual work plans that match available funding in the COUNTY's budget.**

**Task 1.12 - Update field manuals**

The changes approved in Task 1.5 shall be incorporated into the electronic version of the activity guidelines. The new guidelines shall be signed by appropriate staff and submitted for printing. The existing operations and maintenance manual shall also be revised to reflect any changes in the maintenance management system process. Considerable changes may be required. A printout for the manual shall be provided to the COUNTY for reproduction by COUNTY staff.

**DELIVERABLE: Updated, copy-ready field manual.**

**Task 1.13 - Distribute Field Manuals**

The updated finalized pages of the field manuals shall be distributed to designated staff. A distribution log shall be maintained.

**DELIVERABLE: Distribute updated field manuals and record in distribution log.**

**PHASE II - SYSTEM MAINTENANCE/MANAGEMENT**

This phase involves the maintenance of the MaintStar maintenance management system to include the recording of work, preparation of control reports, work scheduling and automated file updates.

The System Operation effort shall concentrate on the following tasks:

- Task 2.1 - Work Data Recording
  - 2.2 - Prepare Monthly Reports
  - 2.3 – Prepare City CONTRACT monthly reports
  - 2.4 – Scheduling monitoring and process review
  - 2.5 - Maintain Files
  - 2.6 – Creation and production of specialized MMS reports
  - 2.7 – Maintenance of a planning and tracking system for Seven Oaks Dam
  - 2.8 – Monthly unit price invoicing for two CONTRACT cities
  - 2.9 – Fiscal year end report and presentation
  - 2.10 – Unit Price Analysis

Following is a description of each of these tasks:

**Task 2.1 - Work Data Recording**

's project staff shall control the quality of information inputted by Operations & Maintenance staff during system input for accuracy and completeness on a weekly basis. All discrepancies shall be provided to OC Public Works/Operations & Maintenance supervisors for resolutions. All Daily Work Reports data shall be OC Public Works/Operations & Maintenance responsibility and be entered by field staff into the MaintStar system on a daily basis. The CONTRACTOR shall review and modify the daily work reporting forms as needed to match changes in reporting needs or software changes.

**DELIVERABLE: Daily Work Reports shall be entered into the system weekly and quality control checks performed.**

**Task 2.2 - Prepare Monthly Reports**

Prepare monthly reports using the MaintStar MMS database on all work performed by in-house staff and privatized Contracts to review work accomplished and deliver to agency coordinator for printing and distribution. Discuss the reports with OC Public Works/Operations & Maintenance staff during monthly staff meetings. The CONTRACTOR should advise and guide staff in understanding reports and taking corrective action. Provide monthly training and guidance to better utilize reports.

**DELIVERABLE: Produce and distribute monthly reports and attend monthly staff meetings.**

**Task 2.3 - Prepare City CONTRACT Monthly Reports for OC Public Works/Operations & Maintenance**

Prepare monthly reports using the MaintStar MMS database that estimate the cost of effort for CONTRACT cities based on unit cost and distribute to agency coordinator. Discuss with OC Public Works/Operations & Maintenance Manager and assistants and assist in interpretation. Advise and guide staff in understanding reports and taking corrective action. Provide monthly training and guidance to better utilize reports.

**DELIVERABLE: Produce and distribute monthly reports.**

**Task 2.4 – Scheduling Monitoring and Process Review**

OCPW/O&MOC Public Works/Operations & Maintenance currently maintains a centralized scheduling function that programs work for all field crews. CONTRACTOR shall attend a minimum of 12 bi-weekly scheduling meetings per year. CONTRACTOR shall provide direction and guidance and provide input into preparation of schedules. Effort shall include assistance in scheduling backlog and scheduling/grouping work orders. The CONTRACTOR shall monitor adherence to the schedules.



**DELIVERABLE: Assist OC Public Works/Operations & Maintenance in maintaining a scheduling process.**

**Task 2.5 - Maintain Files**

CONTRACTOR shall maintain a system of files for OC Public Works/Operations & Maintenance including automated records and reports. The CONTRACTOR shall monitor and ensure proper backup of data files and the MaintStar database. All monthly report printouts shall be stored in manual file systems for easy retrieval.

**DELIVERABLE: Maintain project files for OC Public Works/Operations & Maintenance.**

**Task 2.6 – Creation and Production of Specialized MMS Reports**

There are a series of programs and corresponding reports that link to the SQL Server based MaintStar MMS software and are used to monitor backlog and scheduling of work orders, detailed inventory of the COUNTY and CONTRACT cities pavement markings and special reporting of maintenance costs for FEMA and other projects. This task includes maintenance of the existing programs, as well as creation of new reports and data retrieval methods using links to the MaintStar SQL Server based MMS data as needed.

**DELIVERABLE: Maintenance of Microsoft Access/MMS database links and reports and creation of new reports.**

**Task 2.8 Maintenance of a Planning and Tracking System for the Seven Oaks Dam**

This task includes the annual update of work plans for San Bernardino COUNTY staff to maintain the Seven Oaks Dam for Orange COUNTY. Existing activities, charge numbers and resources in the MMS will be monitored by the CONTRACTOR and coordination with San Bernardino COUNTY staff will occur to ensure annual work plans are updated and daily work reporting is input into the MaintStar MMS for all employees, both San Bernardino County and Orange County personnel who work at the Seven Oaks Dam. The data shall be maintained for use in comparing to invoices from San Bernardino COUNTY.

**DELIVERABLE: Maintenance of a planning and tracking system for the Seven Oaks Dam.**

**Task 2.9 Monthly unit price invoicing for two CONTRACT cities**

This task includes maintenance of a database linked to the SQL Server based MaintStar MMS and monthly review and production of these reports for invoicing the two cities that have unit price maintenance Contracts with the COUNTY. The CONTRACTOR shall provide the reports to COUNTY staff to assist with preparation of invoices based on these reports that provide them information on quantities of work, labor hours and cost. The labor hours and costs reported from the MaintStar MMS for these two cities Dana Point, Lake Forest are compared to the COUNTY's financial reporting system information. Any discrepancies are logged and the MaintStar system data modified to maintain consistent reporting between the COUNTY's financial system and the MaintStar MMS.

**DELIVERABLE: Maintenance of a monthly unit price reporting system for two CONTRACT cities.**

**Task 2.10 Fiscal year end report and presentation**

A brief report and presentation shall be prepared at the end of the fiscal year to report on the status of maintenance and operations. The report shall include information and statistics on work orders generated and closed, inmate and volunteer labor effort, distribution of effort between COUNTY, CONTRACT cities and other COUNTY agencies and unit costs and productivity for key activities. The information will be presented to COUNTY OC Public Works/Operations & Maintenance management staff.

**DELIVERABLE: Fiscal year end report and presentation.**

**Task 2.11 Unit Price / Productivity Analysis**

CONTRACTOR shall use MaintStar data to run plan versus actual unit cost information on a monthly basis. The CONTRACTOR shall note changes in unit costs on ten to fifteen key activities, research why the costs changed and provide the information to OC Public Works/Operations & Maintenance management staff for review as requested.

**DELIVERABLE: Monthly Unit Price comparison of at least 10 key activities.**

**PHASE III - SYSTEM ENHANCEMENTS**

OCPW/O&MOC Public Works/Operations & Maintenance may request system enhancements in addition to those already identified. CONTRACTOR may identify other tasks which would improve OC Public Works/Operations and Maintenance. These additional system enhancements shall be performed at the COUNTY's option.

The System Enhancement effort shall include the following:

- Task 3.1 -Work Method Analysis
- 3.2 - Field Work Audit
- 3.3 – MMS software training and technical Support
- 3.4 – Maintain MMS/GIS Interface
- 3.5 – Determine Ideal Mix of Staff and Equipment \*

\* This tasks are to be completed in the first year; the other tasks are to be completed annually.

Following are descriptions of these tasks:

**Task 3.1 - Work Method Analysis**

Activities identified by OC Public Works/Operations & Maintenance shall be reviewed and an in-depth analysis performed of work method, labor, equipment and materials used for five activities annually. Activities with the highest opportunities for cost savings or productivity improvements would be investigated. The process would include a combination of efforts such as field observation, structured interviews with field and office staff, literature research, and discussions with other agencies and vendors as well as the consultant's experience. The evaluation for each selected activity would be documented in a short report with recommendations.

**DELIVERABLE: A short report provided on potential for improving a selected activity.**

**Task 3.2 - Field Work Audit**

Concerns have been identified over the accuracy of data collected and recorded on OC Public Works/Operations & Maintenance daily work reporting forms. Specifically: inaccurate recording of entries, use of wrong production units, incomplete reporting or overstating achievement. To address this concern, a sampling of OC Public Works/Operations & Maintenance crew efforts shall be reviewed in the field and administratively verified by the CONTRACTOR for OC Public Works/Operations & Maintenance. This process shall involve an audit of five crews annually. A short report of this shall be given to the Public Works Manager, or his designee, that highlights the process, results observed, and deficiencies found with corrective actions identified.

**DELIVERABLE: Conduct audits to ensure accuracy of OC Public Works/Operations & Maintenance daily work report cards. A short report would be made evaluating audit results and recommendations for changes or improvements.**

**Task 3.3 – MMS Software Training and Technical Support**

The CONTRACTOR shall be available to assist in management, system, and/or technical support of the MaintStar system and related databases. Tasks may include assistance in review of software or hardware for enhancements to improve OC Public Works/Operations and Maintenance, Maintenance Management System operation, assistance in presentations or evaluations to CONTRACT cities or other agencies and detailed site operation improvement and process review. This effort will be for 50 hours.

**DELIVERABLE: Provide training and technical support on MMS software.**

**Task 3.4 – Maintain MMS/GIS Interface**

The CONTRACTOR shall coordinate with COUNTY Geomatics staff to obtain updated GIS maps for streets, flood facilities and storm drain systems. The previously established links between the GIS maps and the MMS database shall be updated with any new records in the GIS. The CONTRACTOR shall also coordinate the establishment of any new MMS/GIS links as necessary and create the links in the GIS module of MaintStar. This task also involves creation and printing of special maps containing MMS data as requested by OC Public Works/Operations & Maintenance staff. Detailed maps of catch basins by area are maintained under this task. There are approximately 50 maps of catch basins in the City and COUNTY areas.

**DELIVERABLE: Updated GIS/MMS system and outputs.**

**Task 3.5 – Determine Ideal Mix of Staff and Equipment Needed**

The CONTRACTOR shall conduct a series of meetings with COUNTY staff to determine the ideal mix of staff and equipment classes and types needed for Operations and Maintenance. This task will involve reviewing all the activities and establishing the ideal crew composition for each activity. Creating work plans with a desired level of service for each activity and using the work plans to project the staff and equipment resources needed by classification and type. The projections will be documented in a short report and submitted to the COUNTY Operations and Maintenance Manager.

**DELIVERABLE: Report on the ideal mix of staff and equipment needed in Operations and Maintenance.**

**III. OPERATION SUMMARY FOR PHASE I AND II**

The CONTRACTOR's proposal shall address the frequency for the accomplishments outlined below.

- |  |           |
|--|-----------|
| a. Development of an annual update cycle with specific milestones and action assignments.  | Annually  |
| b. An analysis of inventories to be maintained and projected service levels and anticipated average daily production rates per crew or activity. | Annually  |
| c. Analysis of selected activities for efficient crew composition including equipment and tools for optimum productivity/cost.                   | Annually  |
| d. Development of an initial annual work plan including identification of variance in resources and schedules.                                   | Annually  |
| e. Development of a final balanced annual plan reflecting input from management and staff on variances in the initial plan                       | Annually  |
| f. Production of monthly accomplishment reports.   | Monthly   |
| g. An analysis of accomplishments against the current plan with specific discussion regarding significant variances.                             | Monthly   |
| h. City CONTRACT and sub CONTRACTOR reporting in the MMS system.   | Monthly   |
| i. Participation in biweekly scheduling meetings with emphasis on effective use of crews, and preplanning of resources and work.                 | Bi-Weekly |

CONTRACTOR proposals shall include specific proposed work tasks and measurable end products to accomplish the tasks outlined in section II. Proposal qualifications shall address prior experience with Maintenance Management Systems (MMS) for road and flood facilities that emphasize planning, organizing, scheduling and controlling maintenance efforts.