

CONTRACT MA-080-19011121

FOR

**MAINTENANCE SYSTEM ENHANCEMENTS AND PROGRAM
MANAGEMENT**

BETWEEN

OC PUBLIC WORKS

AND

LA CONSULTING, INC.



**CONTRACT MA-080-1901121
WITH
LA CONSULTING, INC.
FOR
MAINTENANCE SYSTEM ENHANCEMENTS AND PROGRAM MANAGEMENT**

THIS CONTRACT MA-080-1901121 for Maintenance System Enhancements and Program Management (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 124 11th Street, Manhattan Beach, CA 90266-5419 (hereinafter referred to as “Contractor”), with a County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

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

- Attachment A – Scope of Services
- Attachment B – Payment/Compensation
- Attachment C – Staffing Plan

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Maintenance System Enhancements and Program Management under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for Maintenance System Enhancements and Program Management as set forth herein, and Contractor represented that it is qualified to provide Maintenance System Enhancements and Program Management to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Maintenance System Enhancements and Program Management to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

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

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure

Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Officer or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in **article "Y"** below, and as more fully described in **article "Y,"** harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with

the more specific requirement contained in **article “Y”** 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, costs and expenses but not including attorney’s fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers’ compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor’s expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition,

all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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

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

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

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

Qualified Insurer

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

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

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

Coverage

Minimum Limits

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.

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

Required Endorsements

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

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

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

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

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

The Commercial General Liability policy shall contain a severability of 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 the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

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

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

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

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

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

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

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

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

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

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

- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of **article "Y"** below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **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.
- V. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- W. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- X. **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.
- Y. **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.

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

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

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

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

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

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Maintenance System Enhancements and Program Management from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

2. **Term of Contract:** The initial term of this Contract shall be effective May 3, 2019 or upon approval by the Orange County Board of Supervisors, whichever occurs later, and shall continue for three (3) years from that date unless terminated as provided herein. This Contract may be renewed as set forth in article 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. **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 subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
8. **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.
9. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, whose consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business 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. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

10. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
11. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
12. **Contractor Personnel – Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.
13. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
14. **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.
15. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use the pre-negotiated prices and terms in this Contract will be responsible for issuing their own purchase

documents/contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract by Contractor and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

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

16. **County of Orange Child Support Enforcement:** All Contractors are required to comply with the child support enforcement requirements of the County of Orange. 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. In order to comply with the child support enforcement requirements of the County of Orange, all bidders/proposers must furnish to the Contract administrator, the Procurement Officer, or the agency/department Deputy Purchasing Agent:
- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
 - B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the Contracting entity;
 - C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
 - D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

17. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
18. **Default – Reprourement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and

the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

19. Disputes – Contract:

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, as specified in Article 25. “Notices,” such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

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

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization’s policy of maintaining a drug-free workplace;

- c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
- a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- 1. The Contractor has made false certification, or
- 2. The Contractor violates the certification by failing to carry out the requirements as noted above.

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

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

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

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

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

omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

23. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

24. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
25. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: LA Consulting, Inc
 Attn: Harry C. Lorick
 124 11th Street
 Manhattan Beach, CA 90266-5419
 Phone: 310.374.5777
 Email: hlorick@laconsulting.com

County's Project Manager: OC Public Works/Operations & Maintenance
 Attn: Kris Ruiz
 2301 N Glassell Street, 2nd Floor
 Orange, CA 92865-2703
 Phone: 714.955.0346
 Email: Kris.Ruiz@ocpw.ocgov.com

cc: OC Public Works/Procurement Section
 Attn: Avelino Javier, County DPA
 2301 N. Glassell street, 2nd Floor
 Orange, CA 92865-2703
 Phone: 714.667.9627
 Email: Avelino.Javier@ocpw.ocgov.com

26. **Precedence:** The Contract documents consist of this Contract and its exhibits 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 exhibits and attachments.
27. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
28. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

Signature Page follows

Signature Page

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

LA CONSULTING, INC., a state of California corporation*

DocuSigned by:  7F915E017E3945E...	Harry Lorick	President/ Secretary	1/23/2019
	Name	Title	Date

DocuSigned by:  409D97F7B352C48F...	Joyce Lorick	vice President	1/23/2019
	Name	Title	Date

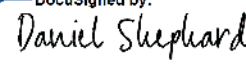
COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

		Deputy Purchasing Agent	
Signature	(Print) Name	Title	Date

APPROVED AS TO FORM:

County Counsel

DocuSigned by:  D832D1F95454446...	
By	

Date 1/23/2019

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

**ATTACHMENT A
SCOPE OF WORK****I. BACKGROUND**

OC Public Works/Operations and Maintenance (OC PW/O&M) is responsible for maintenance of over 380 miles of improved regional flood control channels and nearly 320 miles of roads in the unincorporated County. In addition, OC Public Works/Operations and Maintenance maintains approximately 300 additional miles of roads for the contract cities of Mission Viejo, Dana Point and the Transportation Corridor Agency. Maintenance are performed through a combination of force account crews, Community Work Program Labor Crews, standing maintenance services contracts, JOC (job order contracting) and one-time maintenance contracts.

OC PW/O&M has utilized a computerized Maintenance Management System (MMS) since 1981, and implemented updated maintenance system software, MaintStar, that has been in use since 2001. The basic system supports OC PW/O&M need for a maintenance management system for planning, organizing, scheduling and controlling maintenance work. OC PW/O&M desires to continue use and enhancement of the existing MMS software. OC Public Works has also recently implemented a CRM system that interfaces directly with the MMS to provide the public and outside agencies ability to submit service requests. There are also existing interfaces for warehouse management, integrated pest management program tracking, payroll, GIS and dashboards. These are all used to integrally manage OC PW/O&M operations.

OC PW/O&M 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), field work reviews, productivity evaluations and measurement of work, monitoring and implementing work flows, as well as ongoing assistance with the quality control of data entries, output generation and overall administration and maintenance of the maintenance management system and related linkages and databases.

II. OPERATION METHODOLOGY

- A. The County's intent is for one distinct maintenance management system for OC PW/O&M to be used. The contractor's scope shall be devised into three phases and thirty-two (32) tasks:
- PHASE I – ANNUAL PROGRAM UPDATE
 - PHASE II – SYSTEM MAINTENANCE AND MANAGEMENT
 - PHASE III – SYSTEM ENHANCEMENT
- B. The following are descriptions which include the process, methods and procedures to be used, and reflects the end result to be expected from each task.

1. 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 PW/O&M desires and available manpower and equipment resources and estimates to be used in the County's fiscal budget. The overall plan shall include separate plans for 5 management units for the County and five plans for each of the two contract cities and the Transportation Corridor, for a total of 25 management unit plans and over 750 activity plans with additional plans that need to be developed as new contract cities or agencies are contracted. The updated plan shall consider the impact of current and future plans, regulatory permit requirements, existing maintenance improvement plans (MIP), KPI (key performance indicator) monitoring and available funding. Plans shall include the most efficient use of resources including equipment, labor, materials and contracts. The Annual Plan effort shall concentrate on the following tasks:

Task 1.1 - General Process

An overview of the annual plan update process shall be provided to all of the OC PW/O&M 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 PW/O&M.

Task 1.2 - Work Activity Analysis

A review of work performed in previous years by OC PW/O&M as well as contract maintenance work shall be compiled from MaintStar data and evaluated for each of the 195+ 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 PW/O&M 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 PW/O&M shall be evaluated and updated by the Contractor. Inventory changes shall account for expansion of road and flood miles or other items (number of drains, number of signs, etc.) which may affect work requirements and/or service levels. This task includes update of feature inventories for the five contract agencies in addition to the county maintained areas.

Deliverable: Updated feature inventory for OC PW/O&M.

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 PW/O&M 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 60+ activities for 25 management units. This task includes update of service levels for the contracted agencies in addition to the county maintained areas. Previous year's data shall be evaluated and compared to current service levels. This task will include meetings (approximately 14) with each of the sections in PW/O&M as well as management staff in each of the three contract agencies.

Deliverable: Service levels for the fiscal year shall be estimated.

Task 1.5 - Performance Guideline Update

A series of meetings (4) shall be conducted for OC PW/O&M personnel for each of the four key sections, including, Administrative Managers, Supervisor I's, scheduling and inspection staff 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 ~ 200 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 the MMS.

Deliverable: Revised performance guidelines.

Task 1.6 - Update Unit Cost

Costs for approximately 200 employees, 300+ pieces of equipment and 200+ materials shall be obtained from and verified with OC PW/O&M staff. Costs shall include current unit price amounts with an estimate for next year based upon wage increases, overhead rate changes, updated equipment hourly rates and current material unit prices. The updated costs will be entered into the MaintStar system and all actual rates and plan rates updated in each work plan.

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 PW/O&M shall be generated for all 25 management units and ~ 200 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, regulatory requirements, 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 five County management units, the two contract cities and the transportation corridor agency, for a total of 500+ activity plans.

Deliverable: Draft work program and budget for all management units.

Task 1.8 - Revise Budget

A series of meetings (approximately 14) shall be held with OC PW/O&M staff and management and each of the contract agencies to explain changes to the work program and budget and to receive input from OC PW/O&M management staff and the contract agencies. These meetings will review their separate draft work program and budgets. A final budget shall be prepared for the manager(s) and the contract agencies for inclusion into the budget process. The revised budget shall be prepared using the MaintStar MMS and presented to staff and the contract agencies.

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 the work plans for OC PW/O&M. Leveling of workloads (editing of work plans) to match available personnel and equipment or other funding restraints or agency desires shall be performed for all 500 activity plans by month. A generalized level work program shall be provided using the MaintStar MMS.

Deliverable: Initial distribution of workload shall be determined for OC PW/O&M.

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 PW/O&M contractor's project manager. A series of two (2) meetings shall be conducted to finalize all changes using current data on work completed in the previous year, proposed projects and staffing levels. The resulting work program budget shall be approved by OC PW/O&M Manager of Operations.

Deliverable: Final work program and budget.

Task 1.11 - 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 formerly produced and submitted for distribution copies. 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 based upon changes made in Task 1.5 and updates to the MMS process and software. A printout of the manual shall be provided to the County for reproduction by County staff.

Deliverable: Updated, copy-ready field manual.

Task 1.12 - 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.

2. 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 and use of the data to be used as a tool for improvement. The System Operation effort shall concentrate on the following tasks:

Task 2.1 - Work Data Quality Control

Contractor's project staff shall review, edit and control the quality of information prior to and during system input. All discrepancies shall be reviewed with OC PW/O&M supervisors for resolutions. All Daily Work Reports shall be entered by OC PW/O&M staff into the County's MaintStar MMS database on a daily basis. There are approximately 2,500 to 3,000 Daily Work Report entries onto work orders required by OC PW/O&M staff and review by the contractor per month. A new daily work report entry is made for every change of work order and date. Approximately 180 employees complete daily work report forms or input their information directly into the MaintStar system or using a mobile device. Existing tables of work types, activities, charge numbers, assets and resources in the MMS will be monitored and updated by the Contractor to ensure annual work plans are updated and daily work reporting is input into the MaintStar MMS for all employees and that work orders and job costs are accurate. The contractor shall also review and modify the daily work reporting forms as needed to match changes in reporting needs or software changes.

Deliverable: All daily work reporting forms reviewed and monitored for accuracy.

Task 2.2 - Prepare Monthly Reports

Prepare monthly reports using the MaintStar MMS database and custom reporting linkages on all work performed by in-house staff and privatized contracts to review work accomplished and production. All reports shall be produced in a PDF format for distribution to all County management, supervisory, inspection and scheduling staff. This task also includes attending monthly meetings (minimum of 8) with County management, supervisory, inspection and scheduling staff to review the reports, provide guidance and assist County staff to understand the reports and take corrective action.

Deliverable: Produce and distribute monthly reports and attend monthly staff meetings.

Task 2.3 - Prepare City Contract Monthly Reports for OC PW/O&M

Prepare monthly reports using the MaintStar MMS database that estimate the cost of effort for the two contract cities and the transportation corridor agency based on time and materials and/or unit cost and distribute to the agency coordinator. Discuss with OC PW/O&M Management and assigned staff and assist in interpretation. Advise and guide staff and the contract agencies in understanding reports and taking corrective action. Provide monthly training and guidance to better utilize reports.

Deliverable: Produce and distribute monthly reports for contract agencies.

Task 2.4 – Scheduling Monitoring and Process Review

OC PW/O&M currently maintain a centralized scheduling function that uses generated work orders and spreadsheets to program 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 and the

review process, generation of routine work orders and preventative cycles. Effort shall include assistance in scheduling backlog and scheduling/grouping work orders. The Contractor shall monitor adherence to the schedules. This task includes maintaining and processing approximately 300 routine work order and preventative maintenance templates and schedules within MaintStar. Routine and PM schedules shall be reviewed monthly and new work generated when due.

Deliverable: Assist OC PW/O&M in maintaining a scheduling process.

Task 2.5 - Maintain Files

Contractor shall maintain a system of files for OC PW/O&M including automated records and reports. The contractor shall monitor and ensure proper backup of data files and the MaintStar database. All monthly reports, annual work plans, activity guidelines, MMS manuals, and work reporting guides shall be stored in an electronic file system on the County network for easy retrieval.

Deliverable: Maintain project files for OC PW/O&M.

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, drains 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 2.7 Maintenance of Pest Control Database

OC PW/O&M has a pest control database that is integrated with the MaintStar database for monitoring all pesticide application activities, pesticide recommendations, application sites and records of chemicals used. The MSAccess compiled database program and linkages to the MaintStar SQL database are to be maintained and enhanced as requested by County personnel. The system must also be updated to maintain functionality when the MaintStar software application is upgraded.

Deliverable: Maintenance of pest control database.

Task 2.8 Monthly unit price invoicing for contract cities

This task includes maintenance of a database linked to the SQL Server based MaintStar MMS and monthly review and production of reports for invoicing the agencies that have 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, equipment and contractor hours and

cost. The hours and costs reported from the MaintStar MMS for contracted agencies 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 2.9 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 generated from the MMS and the CRM on requests and work orders opened and closed, community work program 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 PW/O&M management staff.

Deliverable: Fiscal year-end report and presentation.

Task 2.10 Unit Price / Productivity Analysis and Performance Measurement Monitoring

The Contractor shall use MaintStar data to run plan versus actual unit cost and productivity information on a monthly basis for key activities that are included in performance measurement monitoring and KPI management. The Contractor shall monitor and note changes on 15 to 20 key activities, research why the changes occurred and provide the information to OC PW/O&M management staff for review as requested.

Deliverable: Monthly Unit Price/productivity report production and monitoring for at least 15 key activities.

3. Phase III – System Enhancements/Support

The OC PW/O&M staff may request system enhancements, review of activities performed in the field, support and assistance with training, review of work flows, implementation of new systems and processes. Contractor may also identify other tasks which would improve OC Public Works/Operations and Maintenance. These additional system enhancements and support tasks are outlined below. The System Enhancement effort shall include the following tasks:

Task 3.1 - Work Method Analysis

Activities identified by OC PW/O&M shall be reviewed and an analysis performed of work method, labor, equipment and materials used for five activities or work processes 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 or work process.

Task 3.2 - Field Work Audit

Concerns have been identified over the accuracy of data collected and recorded on OC PW/O&M work orders and 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 PW/O&M crew efforts shall be reviewed in the field and administratively verified by the Contractor for OC Public Works/O&M. This process shall involve an audit of five crews annually. A short report of this shall be given to the O&M Manager, or his designee, that highlights the data audited, results observed, and deficiencies found with corrective actions identified.

Deliverable: Conduct audits to ensure accuracy of OC PW/O&M work orders and daily work reports. 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 including coordination with the software vendor, testing and training on upgrades and enhancements. Tasks may include assistance in review of software or hardware for enhancements to improve OC Public Works/O&M, Maintenance Management System operation, providing training on new processes and software features and implementation of new features and processes. This effort is estimated at 100 hours annually.

Deliverable: Provide training and technical support on MMS software.

Task 3.4 – Assist/Support setup of GIS/Asset linkage to MaintStar

The Contractor shall coordinate with County Geomatics/GIS staff to and County IT staff to maintain and create links between the GIS and the MaintStar storm water and transportation modules for streets, flood facilities, sign inventories, drains, pavement markings, trees and other asset inventories as they are collected. This task also involves coordination with GIS staff on creating and printing special maps containing GIS and MMS data as requested by OC PW/O&M staff and update of asset data in MaintStar from the GIS data. Assisting the County GIS staff to maintain existing GIS data collector apps for Road and Flood inspections, flap gate inventories, tree inventories, drain inventories and other assets will also be supported under the task. Assistance in setup and maintenance of GIS dashboards and other GIS interfaces is also included in this task. This task is estimated to be 200 hours annually.

Deliverable: GIS/MMS linkages, collector apps, dashboard and outputs setup and maintained.

Task 3.5 – Assist in Maintaining Interfaces with MaintStar

The County has several existing systems that interface to MaintStar. These include the Virtual Timesheet Interface (VTI), the warehouse interface, the CRM/SalesForce

interface, the Equipment Card interface and the CMMS reporting interface. The County IT staff manage the configuration and support for the interfaces. The contractor will be required to coordinate with the County's IT staff and the MaintStar software vendor to provide information on the MaintStar fields needed for interfaces and exports and to review and test the interfaces in preparation for MaintStar upgrades.

Deliverable: MaintStar Interfaces operational.

Task 3.6 CRM Configuration and Maintenance

The Contractor will provide ongoing support to configure the CRM, add new user accounts, adjust MaintStar to meet new CRM needs, assist OCIT with CRM/MaintStar interfaces, provide training to O&M staff and coordinate with OCIT to develop and/or modify existing reports and dashboards for O&M as identified by OC Public Works management. This task is estimated at 100 hours annually.

Deliverable: CRM/MaintStar interface and Dashboards maintained.

Task 3.7 MMS Mobile App Support and Training

Contractor will work with the CMMS software vendor and IT to setup the MMS mobile application and provide training to O&M field staff and training documentation materials. This will enable O&M work crews and inspection staff to update work orders in the field and track resources. This task is estimated at 80 hours annually.

Deliverable: MMS Mobile App functional and staff trained.

Task 3.8 Assist in Update and Maintenance of MaintStar MIP Work Process/Work Orders

After finalization of the Maintenance Improvement Plan (MIP), the Contractor will assist OC PW/O&M staff to setup all routine and project work identified in the MIP in MaintStar for tracking and reporting. This task will also include tracking completion of the MIP projects and close out of MIP projects in MaintStar and related GIS collection points. This task is estimated at 75 hours.

Deliverable: MIP supported and maintained in the MMS.

Task 3.9 Assist in Update and Configuration of Maintenance Management System and Processes for MaintStar upgrade

There is a planned major upgrade to the Maintenance Management Software during FY 2019-20 to FY 20-21. This task will be to review and document all MMS related processes and work flows and coordinate with OCIT project manager and O&M staff to update enhance and update all work flows, processes, interfaces and outputs to work with the new version of the MMS. This task will also include update of MMS manuals and training to OC O&M staff (approximately 200) to use the new version and integrate with their new work processes. This task is estimated at 200 – 300 hours.

Deliverable: Updated and enhanced MMS and related business processes.

Task 3.10 Enhancement of MMS process and systems

The task includes support for identification, configuration, training and support for modifications and enhancement to the MMS processes and systems not identified in previous tasks. This includes evaluation and review of work processes, setup of additional routine work, preventative maintenance schedules, equipment card processing and fleet replacement planning, review of existing MMS and needs identification for new MMS, assistance with drafting a MMS software RFP, selection process and future implementation plan and support for a new MMS. This task will be defined and a written scope of work provided based upon a task order from the County Project Manager.

Deliverable: To Be Determined as identified in specific task orders.

III. OPERATION SUMMARY FOR PHASE I AND II

- A. The contractor's proposal shall address the frequency for the accomplishments outlined below.
- | | |
|--|-----------|
| 1. Development of an annual update cycle with specific milestones and action assignments. | Annually |
| 2. An analysis of inventories to be maintained and projected service levels and anticipated average daily production rates per crew or activity. | Annually |
| 3. Analysis of selected activities for efficient crew composition including equipment and tools for optimum productivity/cost. | Annually |
| 4. Development of an initial annual work plan including identification of variance in resources and schedules. | Annually |
| 5. Development of a final balanced annual plan reflecting input from management and staff on variances in the initial plan. | Annually |
| 6. Production of monthly accomplishment reports. | Monthly |
| 7. An analysis of accomplishment against the current Plan with specific discussion regarding significant variances. | Monthly |
| 8. City contract and sub-contractor reporting in the MMS system | Monthly |
| 9. Participation in biweekly scheduling meetings with emphasis on effective use of crews and preplanning of resources and work. | Bi-Weekly |
| 10. Data entry review of all work accomplishment. | Bi-Weekly |

**ATTACHMENT B
PAYMENT/COMPENSATION**

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for Maintenance System Enhancements and Program Management 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 payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein 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 C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

A. Professional services:

Phase	Fee		
	1 st Year	2 nd Year	3 rd Year
1.1 General Process	\$13,479	\$14,153	\$14,861
1.2 Work Activity Analysis	\$3,913	\$4,109	\$4,315
1.3 Feature Inventory	\$1,739	\$1,826	\$1,918
1.4 Revise Service Levels	\$8,262	\$8,675	\$9,108
1.5 Performance guideline Update	\$12,610	\$13,240	\$13,902
1.6 Update Unit Cost	\$3,479	\$3,652	\$3,835
1.7 Generate Initial Work Program and Budget	\$10,001	\$10,501	\$11,026
1.8 Revise Budget	\$8,262	\$8,675	\$9,108
1.9 Initial Distribution of Work Program and Budget	\$5,653	\$5,935	\$6,232
1.10 Finalize Work Program and Budget	\$7,827	\$8,218	\$8,629
1.11 Update Field Manuals	\$4,783	\$5,022	\$5,273
1.12 Distribute Field Manuals	\$2,609	\$2,739	\$2,876
2.1 Work Data Quality Control	\$40,003	\$42,004	\$44,104
2.2 Prepare Monthly Reports	\$13,914	\$14,610	\$15,340
2.3 Prepare City Contract Monthly Reports for OC PW/O&M	\$11,305	\$11,871	\$12,464
2.4 Scheduling Monitoring and Process Review	\$16,523	\$17,349	\$18,217

2.5 Maintain Files	\$8,696	\$9,131	\$9,588
2.6 Creation and Production of Specialized MMS Reports	\$15,654	\$16,436	\$17,258
2.7 Maintenance of Pest Control Database	\$6,087	\$6,392	\$6,711
2.8 Monthly Unit Price Invoicing for contract cities	\$8,262	\$8,675	\$9,108
2.9 Fiscal year end report and presentation	\$11,305	\$11,871	\$12,464
2.10 Unit Price/Productivity Analysis and Performance measurement Monitoring	\$6,957	\$7,305	\$7,670
3.1 Work Method Analysis	\$10,871	\$11,414	\$11,985
3.2 Field Work Audit	\$10,871	\$11,414	\$11,985
3.3 MMS Software Training and Technical Support	\$21,741	\$22,828	\$23,969
3.4 Assist/Support setup of GIS/Asset linkage to MaintStar	\$43,482	\$45,656	\$47,939
3.5 Assist in Maintaining Interfaces with MaintStar	\$15,219	\$15,980	\$16,779
3.6 CRM Configuration and Maintenance	\$21,741	\$22,828	\$23,969
3.7 MMS Mobile App Support and Training	\$17,393	\$18,262	\$19,176
3.8 Assist in Update and Maintenance of MaintStar MIP Work Process/Work Orders	\$16,306	\$8,153	\$8,561
3.9 Assist in Update and Configuration of Maintenance Management System and Processes for MaintStar Upgrade	\$43,482	\$21,741	\$0
3.10 Enhancement of MMS process and system	\$21,741	\$32,612	\$34,242
TOTAL	\$444,170	\$443,277	\$442,612

B. **TOTAL CONTRACT AMOUNT NOT TO EXCEED:** **\$1,330,059**

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **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.

5. **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.
6. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
- A. Contractor's name and address
 - B. Contractor's remittance address, if different from 1 above
 - C. Contractor's Taxpayer ID Number
 - D. Name of County Agency/Department
 - E. Delivery/service address
 - F. Master Agreement (MA) or Purchase Order (PO) number
 - G. Agency/Department's Account Number
 - H. Date of invoice
 - I. Product/service description, quantity, and prices
 - J. Sales tax, if applicable
 - K. Freight/delivery charges, if applicable
 - L. Total

Invoices and support documentation are to be forwarded to:

OC Public Works/Operations and Maintenance
Attn: Accounts Payable
2301 N. Glassell Street, 2nd Floor
Orange, CA 92865-2703

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

ATTACHMENT C STAFFING PLAN

1. Key Personnel

Name	Classification /Designation	Years of Experience
Harry Lorick	Principal/Project Director	46
Amie Drotning	Sr. Associate/Project Manager	30
Billy Wright	Sr. Consultant/System Support	12
Jeff Thurman	Consultant/Field Evaluation	33
Zachary Zeilman	Consultant Assistant/System Support	5

Contractor understands that the individuals represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by County. Substitution of Contractor's Key Personnel shall be allowed only with prior written approval of County's Project Manager.

Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County written approval. County reserves the right to have any of Contractor personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any Contractor personnel.

2. Subcontractor(s)

Listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
N/A		