

**CONTRACT MA-080-17011161
FOR
ON-CALL ENVIRONMENTAL CLEAN-UP SERVICES**

THIS Contract MA-080-17011161 for On-Call Environmental Clean-Up Services, (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and United Pumping Service Inc., (hereinafter referred to as “Contractor”) with County and Contractor sometimes individually referred to as (“Party”), or collectively referred to as (“Parties”).

RECITALS

WHEREAS, County and Contractor are entering into this Contract for On-Call Environmental Clean-Up Services under a Usage Contract; and,

WHEREAS, County solicited On-Call Environmental Clean-Up Services as set forth herein, and Contractor has represented that it is qualified to provide On-Call Environmental Clean-Up Services to the County as further set forth herein; and,

WHEREAS, Contractor agrees to provide On-Call Environmental Clean-Up Services the County as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

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

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide On-Call Environmental Clean-Up Services under a usage Contract.
2. **Term:** The initial term of this Contract shall become effective upon execution of all signatures or approval by the Orange County Board of Supervisors, whichever occurs later, and shall continue for three (3) years from that date, unless otherwise terminated as provided herein. This Contract may be renewed upon expiration for two (2) additional years, upon mutual agreement of both parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.
3. **Aggregate:** This is an aggregate Contract with Clean Harbors Environmental Services Inc., Environmental Logistics Inc., Ocean Blue Environmental Services Inc., and United Pumping Service Inc., with a total aggregate contract amount not to exceed \$1,500,000.00.
4. **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.
5. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the

provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.

6. **County's Project Manager:** The County shall appoint a Project Manager, as specified in Article 25. Notices, to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. Said approval shall not be unreasonably withheld.

7. **Contractor's Project Manager:** The Contractor's Project Manager and Key Personnel shall be assigned to this Contract for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Contractor's Key Personnel are those individuals who report directly to the Contractor's Project Manager.

8. **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.

9. **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 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 buyer.

10. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County, at prices listed in the Contract, regardless of quantity requested. Orders may be placed against this contract at the convenience of the using agency/department.

11. **Usage Reports:** Upon County request, Contractor shall submit usage reports to the County which shall include, at minimum, summarized quantities, item descriptions (including Manufacturer/Part No.). The usage report shall be in a format specified by the County.

12. **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 this contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another agency or entity that is entered into as an extension of this Contract a contract 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 and grounds for immediate Contract

termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. 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.

13. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
14. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
15. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
16. **Prevailing Wage:** Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1770 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1773.2 and 1773.3. Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
17. **Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in the County of Orange for a period of seven (7) years. Storage of records in another County will require special clearance from County's Project Manager for this project. Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to

upon request furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner.

The requirements of Labor Code Section 1776 provide in part:

- i. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.
- ii. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - (A) The information contained in the payroll record is true and correct.
 - (B) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.
- v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein.”

In the event that Contractor or any Subcontractor fails to comply within the 10- day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

18. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County’s Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County projects without first obtaining permission from the County Project Manager.
19. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In

such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- i. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - ii. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
 - iii. Terminate the Contract immediately without penalty.
20. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Supervisor and the County's project manager as specified in Article 25. Notices by way of the following process, such matter shall be brought to the attention of the County DPA by way of the following process:
- i. The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - ii. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
 - iii. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.
21. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
22. **Expenditure Limit:** The Contractor shall notify the County Project Manager 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 an amendment to cover those costs has been issued.

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

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

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

County's Project Manager: OC Public Works/OC Environmental Resources
Attn: Duc Nguyen
2301 N. Glassell Street
Orange, CA 92865
Phone: 714-955-0676
Email: Duc.Nguyen@ocpw.ocgov.com

cc: OC Public Works/Purchasing
Attn: Eddie Perkins, Supervising Procurement Contract Spec.
2301 N. Glassell Street
Orange, CA 92865
Phone: 714-667-9623
Email: Eddie.Perkins@ocpw.ocgov.com

Contractor: United Pumping Service, Inc.
Attn: Art Castellanos
14000 E. Valley Boulevard
City of Industry, CA 91746
Phone: 626-961-9326
Email: art@unitedpumping.com

26. **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.

27. **Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing County's Purchasing Agent or his designee.
28. **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.
29. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
30. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Overshipments and undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
31. **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.
32. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in Article 58. Indemnification, and as more fully described in Article 58. Indemnification, 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.
33. **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 58. Indemnification, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

34. **Assignment or Subcontracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
35. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
36. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
37. **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.
38. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
39. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract, shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.
40. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

41. **Insurance Provisions:** 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) 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 zero (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), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of Contractor's current audited financial report.

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:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Environmental/Pollution Liability	\$3,000,000 per claims made or occurrence \$3,000,000 aggregate

Required Coverage Forms

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

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

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, agents and employees 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.

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.

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/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

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

***Certificate Holder Information**

The County of Orange has contracted with Ebix RCS to monitor insurance certificates and endorsements for compliance with the above requirements. Upon initial award of a Contract, the certificate(s) and endorsement(s) should be forwarded to the agency/department address listed on the solicitation. The County will forward these documents to Ebix RCS on your behalf. Ebix RCS may contact you to advise you of deficiencies and request corrected documents. Please cooperate with their request for information or corrections in order for the County to continue your Contract through the expiration date.

42. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article 58. Indemnification, 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.
43. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
44. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County..
45. **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.
46. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
47. **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 58. Indemnification, 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.
48. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
49. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Contractors Pricing attached to this

Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

50. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
51. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and Articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
52. **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.
53. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
54. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney’s fees, costs and expenses.
55. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
56. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
57. **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.

58. **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.
59. **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.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

UNITED PUMPING SERVICE, INC.* a State of California corporation

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____
Corporate Officer

Title: _____
Corporate Officer

Date: _____

Date: _____

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

By _____

Print Name _____

Title Deputy Purchasing Agent

Date _____

Date: _____

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: _____
Deputy

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

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

The County is responsible for investigating and responding to both emergency and non-emergency pollution incidents, which include illegal discharges, accidental spills or releases, as well as abandoned/dumped materials within the County's jurisdiction. Due to the potential hazard these occurrences pose to public health and/or the environment, County staff must respond accordingly on a 24 hours/day, 365 days/year basis whenever there is impact or threatened impact to areas within County jurisdiction which includes all:

- Unincorporated County areas;
- County roadways;
- County facilities, properties, harbors, beaches and parks;
- Orange County Flood Control District (OCFCD) drainage facilities, creeks and channels.

In addition to these areas of responsibility, currently, 31 cities (see list in **Attachment A.1.**) within Orange County have executed agreements with OCFCD for pollution response implementation assistance. This means that upon request by city staff when technical support and resources are needed, County staff is authorized to respond on behalf of those agreement cities to oversee investigation and cleanup of pollution incidents.

The County is also the lead agency in the Countywide Area Spill Control (CASC) program, which is being implemented throughout Orange County by all cities and wastewater agencies. The primary goal of CASC is to contain and divert large sanitary sewer overflows (SSOs) that have impacted municipal drainage facilities back into the sanitary sewer system. However, the main principles of CASC can also be applied to pollution incidents in which municipal drainage facilities have been impacted by non-hazardous materials and are safe to dispose of within the sanitary sewer system (see **Section II.2.**).

II. SCOPE OF SERVICES:

Contractor shall provide the following services:

II.1 EMERGENCY ENVIRONMENTAL CLEAN-UP SERVICES:

Environmental clean-up services requiring immediate response as determined by County staff shall be considered "emergencies". Upon contact for assistance with an emergency environmental clean-up, Contractor shall indicate within 10 minutes time if requested labor and equipment are available. If emergency response by the Contractor is mutually agreed upon and initiated, Contractor shall mobilize resources based on information provided over the phone or via email by County staff. A field supervisor representing the Contractor shall arrive on scene within 30 minutes of initiation of an emergency response unless traffic or location of the incident makes travel within this time frame infeasible. All other labor, equipment and supplies shall arrive on scene as soon as possible but no more than 90 minutes from request by County staff unless otherwise agreed upon. Typical tasks that may be required of Contractor to be performed under the direction of County staff on an emergency environmental clean-up include:

- A. Deploy containment and absorbent material/boom, and temporary barriers (such as dirt berms, sand and/or gravel bags) as needed, to control and recover pollutants.
- B. Deploy heavy equipment as needed to establish containment berms; remove wastes and contaminated material; and position/relocate/recover equipment, containment booms, etc.

- C. Deploy vacuum trucks of appropriate size as required, trailer-mounted and portable pumps and other equipment as necessary to contain and recover pollutants, contaminated debris, and sediment.
- D. Perform steam/high pressure washing of roadways, underground stormdrain lines, flood control structures, and any other areas deemed necessary to remove pollutants and contamination. Where practical, vactor trucks may be used to “jet” underground pipelines in lieu of pressure washing. Capture and containment measures shall be implemented to prevent the release of pollutants and contaminated debris dislodged during the steam/high pressure washing cleaning procedure.
- E. Perform confined-space entry when needed to conduct environmental clean-up services. Confined-space activities may involve work in oxygen deficient or hazardous atmospheres, requiring appropriate safety and monitoring equipment.
- F. Under certain hazardous conditions Contractor may need to work in Levels A, B, C, or D PPE as part of this scope of work, and these costs should be included as appropriate with staff billing rates.
- G. Set up temporary storage bins or tanks as needed for collection and quantification of solid and/or liquid wastes recovered during clean-up. Secondary containment shall be provided as necessary.
- H. Deploy light towers for crews to operate safely at night or in darkness
- I. Provide all necessary traffic control measures for crews to operate safely. Traffic control measures shall meet the requirements of the California Vehicle Code, Section 21400, and comply with the "California Manual on Uniform Traffic Control Devices for Streets and Highways.
- J. Conduct video camera inspection of underground stormdrain lines as necessary.
- K. Deploy skiffs, pontoon boats and other watercraft as necessary to conduct emergency clean-up operation in deep water flood control channels, flood control basins, harbors and lakes.
- L. Perform trauma scene and human waste cleanups, including decontamination of blood/sewage-borne pathogens within impacted areas. Contractor must be a Registered Trauma Scene Management Practitioner (RTSMP).
- M. Recover abandoned and illegally disposed waste from County right of way as directed by County staff. Waste material may include hazardous and non-hazardous items, as well as universal wastes such as electronic products, batteries, fluorescent bulbs, etc.
- N. Assist County with incident command duties in accordance with the federal Incident Command System (ICS) when needed. Establish Incident Command post upon request by County staff and prepare Incident Action Plans (IAP) on-site as needed.
- O. Perform all work in compliance with environmental and safety regulations.
- P. Prior to waste pickup, Contractor shall determine and provide suggestions to County on the most cost effective and appropriate waste disposal options.

- Q. When County staff contacts Contractor to request services, the following shall be provided:
- Any and all information regarding the incident via phone and/or email, including details such as the exact location of the incident, the nature material spilled/released, estimated volume, estimated impacted areas, staging areas, incident command location;
 - Requests for specific labor, equipment and resources. If the specific requested labor and equipment cannot be provided by Contractor, County staff shall be immediately notified before alternate equipment/resources are dispatched. If labor, equipment and resources are dispatched which were not requested by County staff or mutually agreed upon between Contractor and County staff, Contractor shall not be compensated.
- R. County staff shall function as incident command unless otherwise notified and shall direct all on-scene environmental clean-up operations by Contractor. No critical response decisions should be made by Contractor without consulting County staff.
- S. Participate in post-incident debriefings and other meetings as requested by County staff.
- T. Due to the potential for litigation and consequences of misinformation, Contractor shall ensure that questions or information requests regarding incidents are referred to County staff.
- U. Upon request, other specialized tasks or activities not listed above may be required by County staff. These tasks may include retaining subcontractors or third party services.

II.2 COUNTYWIDE AREA SPILL CONTROL (CASC) RESPONSE SERVICES:

As discussed in the background section of this scope of work, the County is the lead agency on implementation of the CASC program for containment and recovery of SSOs and is in the process of executing a Memorandum of Understanding (MOU) with each and every city and wastewater agency in Orange County. Once a city or wastewater agency is party to the MOU, and a decision to activate CASC is made, they will have the ability to request Contractor's services, equipment, and supplies as detailed in this section of the scope of work at the same pricing noted in Attachment B.

Upon activation of CASC and a notification to Contractor by County /city/wastewater agency staff that assistance with a CASC response may be needed, Contractor shall indicate within 10 minutes time if requested labor and equipment are available.

Once potential assistance with a CASC response is mutually agreed upon, Contractor shall begin to immediately "pre-mobilize" labor and equipment as requested over the phone or via email by County/city/wastewater agency staff, in anticipation of CASC activation. With a "pre-mobilization" notification of at least 30 minutes, the Contractor shall respond on scene with requested labor and equipment as soon as possible but no more than 60 minutes from CASC activation unless otherwise agreed upon.

Without a "pre-mobilization" notification, the Contractor shall respond on scene with requested labor and equipment, as soon as possible but no more than 90 minutes from CASC activation unless otherwise agreed upon. While many of these tasks are similar to tasks in Section II.1 above, the primary differences are that for the CASC program, the wastes involved will be either sanitary sewer wastewater or non-hazardous materials which will be diverted to the sanitary sewer system and that there may be multiple agencies involved. Typical tasks that may be required of Contractor to be performed under the direction of County/city/wastewater staff on a CASC response include the following:

- A. Deploy sandbags or other devices/materials at locations specified by County/city/wastewater agency staff within roadways, municipal drainage facilities, and flood control channels and basins, to contain SSOs and other non-hazardous spills and releases. Some containment materials may be available from pre-determined staging locations, as directed by County/ city/ wastewater agency staff. Contractor must have minimum of 500 sand bags available for deployment.
- B. Deploy trailer-mounted (must have a minimum of two, 1000 GPM, self-priming trailer-mounted pumps) and portable pumps (must have a minimum of four, 400 GPM, self-priming pumps) and other equipment as directed by County/city/wastewater agency staff to divert SSOs and other non-hazardous spills and releases into the sanitary sewer system. Minimum of 1000 ft. of hose must be available.
- C. Perform steam/high pressure washing of roadways, underground stormdrain lines, flood control structures, and any other areas deemed necessary to remove pollutants and contamination from SSOs and other non-hazardous spills and releases. Where practical, vacuor trucks may be used to “jet” underground pipelines in lieu of pressure washing. Capture and containment measures shall be implemented to prevent the release of pollutants and contaminated debris dislodged during the steam/high pressure washing cleaning procedure from flowing and impacting downstream areas.
- D. Recovered wastewater from CASC response activities will be transferred/diverted into the sanitary sewer system for disposal.
- E. Perform confined-space entry when needed to conduct CASC response activities.
- F. Set up bins or tanks as needed for temporary storage of solid and/or liquid wastes recovered during CASC response services. Secondary containment shall be provided as necessary.
- G. Deploy light towers for crews to operate safely at night or in darkness
- H. Provide all necessary means of traffic control for crews to operate safely. Traffic control measures shall meet the requirements of the California Vehicle Code, Section 21400, and comply with the "California Manual on Uniform Traffic Control Devices for Streets and Highways.
- I. Conduct video camera inspection of underground stormdrain lines as necessary.
- J. Deploy skiffs, pontoon boats and other watercraft as necessary to conduct CASC response services in deep water flood control channels, flood control basins, harbors and lakes.
- K. Assist County/city/wastewater agency staff with incident command duties in accordance with the federal Incident Command System (ICS) when needed. Establish Incident Command post upon request by County/city/wastewater agency staff and prepare Incident Action Plans (IAP) on-site as needed.
- L. Participate in CASC training exercises upon request by County/city/wastewater agency staff. CASC training exercises may be conducted with or without advance notice to gauge readiness and effectiveness of Contractor’s response.
- M. Participate in post-CASC incident debriefings and other meetings as requested by County /city/wastewater agency staff.

- N. Provide written report summarizing CASC response activities within 5 business days of assistance on a CASC incident.
- O. Perform all work in compliance with environmental and safety regulations.
- P. When County staff, as well as city/wastewater agency staff party to the CASC MOU, contacts Contractor to request services the following shall be provided:
- Any and all information regarding the incident via phone and/or email, including details such as the exact location of the incident, the nature material spilled/released, estimated volume, estimated impacted areas, staging areas, incident command location;
 - Requests for specific labor, equipment and resources. If the specific requested labor and equipment cannot be provided by Contractor, County/city/wastewater agency staff shall be immediately notified before alternate equipment/resources are dispatched. If labor, equipment and resources are dispatched which were not requested by County/city/wastewater agency staff or mutually agreed upon between Contractor and County/city/wastewater agency staff, Contractor shall not be compensated.
- Q. County/city/wastewater agency staff shall function as incident command unless otherwise notified and shall direct all on-scene environmental clean-up operations by Contractor. No critical response decisions should be made by Contractor without consulting County/city/wastewater agency staff.
- R. Due to the potential for litigation and consequences of misinformation, Contractor shall ensure that questions or information requests regarding incidents are referred to County staff.
- S. Upon request, other specialized tasks or activities not listed above may be requested by County/city/wastewater agency staff. These tasks may include retaining subcontractors or third party services.

II.3 NON-EMERGENCY ENVIRONMENTAL CLEAN-UP SERVICES:

Environmental clean-up services not requiring immediate response as determined by County staff shall be considered “non-emergencies”. Upon request, County staff and Contractor shall establish a mutually agreeable schedule for non-emergency environmental clean-ups. Typical tasks that may be required of Contractor to be performed under the direction of County staff on a non-emergency environmental clean-up include all of those identified within **Section II.1** of this scope of work.

II.4 DISPOSAL:

All waste to be disposed of will be prioritized by County for recycling, treatment or disposal. Contactor shall provide County staff with costs estimates for available options and based on the above priority and feasible costs, County staff will provide direction to Contractor for appropriate waste disposal.

ATTACHMENT A.1.
LIST OF CITIES WITH OCFCD POLLUTION ASSISTANCE AGREEMENTS

1. City of Aliso Viejo
2. City of Brea
3. City of Buena Park
4. City of Costa Mesa
5. City of Cypress
6. City of Dana Point
7. City of Fountain Valley
8. City of Fullerton
9. City of Garden Grove
10. City of Irvine
11. City of La Habra
12. City of La Palma
13. City of Laguna Beach
14. City of Laguna Hills
15. City of Laguna Niguel
16. City of Laguna Woods
17. City of Lake Forest
18. City of Los Alamitos
19. City of Mission Viejo
20. City of Orange
21. City of Placentia
22. City of Rancho Santa Margarita
23. City of San Clemente
24. City of San Juan Capistrano
25. City of Santa Ana
26. City of Seal Beach
27. City of Stanton
28. City of Tustin
29. City of Villa Park
30. City of Westminster
31. City of Yorba Linda

ATTACHMENT B
CONTRACTOR'S PRICING (FEE SCHEDULE)

- I. COMPENSATION:** This is a usage Contract between County and Contractor for on-call environmental clean-up services, as set forth in **Attachment A**, "Scope of Work". Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, bonds, prevailing wage, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **The County shall not pay any sum in excess of the Total Aggregate Contract Amount specified below unless authorized by amendment in accordance with Articles 28. Amendments and 43. Changes of the County Contract Terms and Conditions.**
- II. PRICING:** Payment shall be made in accordance with the provisions of this Contract. Pricing for supplemental services, equipment and materials are provided in **Attachment B.I.** Pricing noted in **Section II** below shall take precedence over any inconsistencies in rates noted in **Attachment B.1.** Partial payments may be allowed at the discretion of the County Project Manager. Payment shall be as follows:

A. Staffing/Labor – Hazardous Waste Trained Personnel:

CLASSIFICATION	HOURLY RATE		
	REGULAR HOURLY RATE	AFTER HOURS HOURLY RATE	HOLIDAY HOURLY RATE
PROJECT MANAGER	\$120.00	\$136.00	\$152.00
SUPERVISOR	\$109.00	\$125.00	\$141.00
LEAD TECHNICIAN	\$97.00	\$113.00	\$129.00
TECHNICIAN	\$94.00	\$110.00	\$126.00
EQUIPMENT OPERATOR	\$109.00	\$125.00	\$141.00
CHEMIST / INDUSTRIAL HYGIENIST	\$180.00	\$196.00	\$216.00
HEALTH & SAFETY MANAGER	\$120.00	\$136.00	\$125.00

- i. Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.
- ii. Regular Hours shall mean Monday through Friday 7:00 am to 5:00 pm; After Hours shall mean Monday through Friday 5:01 pm through 6:59 am and all day Saturday and Sunday; Holidays shall mean Thanksgiving, Christmas, Labor Day, and Fourth of July, etc.

B. Equipment – Hazardous Waste Vehicles:

EQUIPMENT TYPE	RATE		
	HOURLY	DAILY	WEEKLY
25' EQUIPMENT TRAILER	\$128.00	\$1024.00	\$5120.00
EMERGENCY RESPONSE UNIT - LARGE	\$230.00	\$1840.00	\$9000.00
EMERGENCY RESPONSE UNIT - SMALL	\$130.00	\$1040.00	\$5200.00
GEAR TRUCK	\$120.00	\$960.00	\$4800.00
JETTER / VACTOR COMBO UNIT (WITH OPERATOR)	\$244.00	\$2928.00	\$14640.00

ROLL-OFF TRUCK (WITH OPERATOR)	\$145.00	\$1160.00	\$5800.00
ROLL-OFF TRUCK AND TRAILER (WITH OPERATOR)	\$152.00	\$1216.00	\$6080.00
UTILITY TRUCK	\$120.00	\$960.00	\$4800.00
VACUUM TRUCK - 120 BBL (WITH OPERATOR)	\$152.00	\$1216.00	\$6075.00
VACUUM TRUCK - 70 BBL (WITH OPERATOR)	\$145.00	\$1160.00	\$5800.00

C. Respiratory/Confined Space Entry Equipment:

EQUIPMENT TYPE	RATE		
	HOURLY	DAILY	WEEKLY
4-GAS AIR MONITOR	\$12.00	\$96.00	\$480.00
5-MINUTE EGRESS AIR BOTTLE	\$12.00	\$96.00	\$480.00
6-PACK BREATHING AIR BOTTLES	\$68.00	\$540.00	\$2700.00
AIR BLOWER	\$5.00	\$40.00	\$200.00
DRAEGER PUMP	\$3.00	\$24.00	\$120.00
DRAEGER TUBES	\$7.00	\$35.00	\$175.00
FULL BODY HARNESS W/ SHOCK ABSORBER	\$6.25	\$50.00	\$250.00
ORGANIC VAPOR ANALYZER MONITOR	\$19.00	\$150.00	\$750.00
PHOTO IONIZATION DETECTOR METER	\$16.25	\$130.00	\$650.00
FLAME IONIZATION DETECTOR METER	\$19.00	\$150.00	\$750.00
SELF-CONTAINED BREATHING APPARATUS (30 MIN.)	\$15.00	\$120.00	\$960.00
TRIPOD W/DOUBLE WINCHES	\$25.00	\$300.00	\$1500.00

D. Traffic Control Equipment:

EQUIPMENT TYPE	RATE		
	HOURLY	DAILY	WEEKLY
ARROW BOARD	N/A	\$60.00	\$300.00
BARRICADES W/ REFLECTORS, EACH	N/A	\$1.80	\$12.60
DELINEATOR/REFLECTIVE, EACH	N/A	\$0.80	\$5.60
NO TURN RIGHT OR LEFT SIGNS, EACH	N/A	\$0.50	\$3.50
TRAFFIC CONE/REFLECTIVE, EACH	N/A	\$1.00	\$7.00
TRAFFIC CONTROL SIGNS 48"X48"/REFLECTIVE	N/A	\$6.00	\$42.00
BARRICADE W/REFLECTORS (TYPE III 4' & TYPE III 8')	N/A	\$6.00	\$42.00

CUSHION TRUCK (TRAFFIC CONTROL) WITH OPERATOR \$169.00/HR ST; \$189.00/HR OT; \$219.00/HR HOLIDAY

E. Materials and Equipment:

EQUIPMENT TYPE	RATE		
	HOURLY	DAILY	WEEKLY
12' ROWBOAT	\$38.00	\$300.00	\$1500.00
12' ROWBOAT W/ MOTOR	\$44.00	\$350.00	\$1750.00
2" TRANSFER HOSE - 30' (300' TOTAL MIN)	\$38.00	\$300.00	\$1500.00
3" TRANSFER HOSE - 30' (300' TOTAL MIN)	\$38.00	\$300.00	\$1500.00
55 GALLON CARBON SCRUBBER FOR VAC TRUCKS	\$25.00	\$200.00	\$1000.00
AIR COMPRESSOR	\$23.00	\$180.00	\$900.00
AIR SCRUBBERS PORTABLE	\$25.00	\$200.00	\$1000.00
CHEMICAL DIAPHRAGM PUMP	\$17.00	\$130.00	\$650.00
CONTAINMENT BOOM TRAILER	\$23.00	\$180.00	\$900.00
CONTAINMENT BOOM 4"x12"	\$15.00	\$120.00	\$600.00
CONTAINMENT BOOM 8"x12"	\$15.00	\$120.00	\$600.00

DECONTAMINATION STATION	\$13.00	\$100.00	\$500.00
DIAPHRAGM PUMP, PORTABLE (CAPACITY)	\$13.00	\$100.00	\$500.00
DIAPHRAGM PUMP TRAILER MOUNTED (1000 GPM) (MIN.2 REQUIRED FOR CASC INCIDENTS)	\$50.00	\$400.00	\$2000.00
DIAPHRAGM PUMP TRAILER MOUNTED (400 GPM) (MIN.2 REQUIRED FOR CASC INCIDENTS)	\$50.00	\$400.00	\$2000.00
2" TRANSFER HOSE FOR ABOVE PUMPS (500' TOTAL MIN)	\$13.00	\$100.00	\$500.00
3" TRANSFER HOSE FOR ABOVE PUMPS (500' TOTAL MIN)	\$13.00	\$100.00	\$500.00
DRUM VACUUM - 55 GALLON	\$13.00	\$100.00	\$500.00
INTRINSICALLY SAFE PUMP FOR FUEL TANKS	\$10.00	\$80.00	\$400.00
LIGHT STAND (2 BULBS)	\$10.00	\$80.00	\$400.00
LIGHT TOWER (4 BULBS)	\$20.00	\$160.00	\$800.00
PORTABLE RESTROOM W/SINK	\$20.00	\$150.00	\$150.00
PORTABLE TRASH PUMP	\$12.00	\$90.00	\$450.00
PRESSURE WASHER (COLD) - SPECIFY CAPACITY	\$22.00	\$175.00	\$875.00
PRESSURE WASHER (STEAM) - SPECIFY CAPACITY	\$25.00	\$200.00	\$1000.00
VENTILATION FAN	\$19.00	\$150.00	\$750.00

F. Collection Equipment:

EQUIPMENT TYPE	EACH
5 GALLON DOT DRUM	\$25.00
10 GALLON DOT DRUM, STEEL	\$35.00
15 GALLON DOT DRUM, POLY	\$48.00
15 GALLON DOT DRUM, STEEL	\$35.00
20 GALLON DOT DRUM, STEEL	\$42.00
30 GALLON DOT DRUM, POLY	\$65.00
30 GALLON DOT DRUM, STEEL	\$53.00
55 GALLON DOT DRUM, POLY	\$45.00
55 GALLON DOT DRUM, STEEL	\$45.00
85 GALLON DRUM, OVERPAK, STEEL	\$185.00
95 GALLON DRUM, OVERPAK, POLY	\$200.00
20-YARD BIN, CLOSED TOP	\$12.00
20-YARD BIN, OPEN TOP	\$12.00
40-YARD BIN, CLOSED TOP	\$12.00
40-YARD BIN, OPEN TOP	\$12.00
BIN LINERS	\$30.00
BIO-HAZARD "BLOOD" SPILL KIT	\$50.00
HAZ-CAT KIT	\$175.00
OIL SORBENT POM POMS	\$95.00
PERSONAL PROTECTIVE EQUIPMENT - PPE (IF NOT INCLUDED IN LABOR RATE):	\$40.00
LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA	\$600.00
LEVEL "B" - POLY-TYVEK THROUGH FULLY ENCAPSULATED SUIT, BUT NOT GAS TIGHT W/SCBA	\$400.00
LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR PURIFYING RESPIRATOR	\$70.00
LEVEL "D" - TYVEK, POLY-TYVEK, COVERALL OR RAINGEAR SUIT WITH GLOVES, BOOTS, HARDHAT AND SAFETY GLASSES	\$50.00
PLASTIC BAGS	\$0.50
PLASTIC SHEETING	\$68.00
PROFILING FEE (PER WASTE STREAM)	\$65.00

SAND BAGS (500 MIN. REQUIRED FOR CASC INCIDENTS)	\$2000.00
SORBENT BOOM, 5"x10'	\$90.00
SORBENT BOOM, 8"x10'	\$100.00
SORBENT PADS 18"x18"x1/4" (200/BALE)	\$90.00
SUPERFINE, 25 LB BAG	\$10.00
TRIWALL BOXES	\$140.00

~~G. **Additional Services & Work:** Any additional labor, tools, equipment, etc. not listed above must be approved by the County Project Manager in accordance with Attachment A, "Scope of Work".~~

Amendment #1

G. **Additional Services & Work:** Any disposal, additional labor, tools, equipment or other emergency cleanup charges, etc. not listed above must be approved by the County Project Manager in accordance with Attachment A, "Scope of Work". Disposal and other charges not already listed in this Fee Schedule may be billed at cost plus any surcharge not to exceed 15%.

H. Annual Aggregate Contract Amount Shall Not Exceed: \$ 500,000 / per year

- III. DEDUCTIONS:** In the event that the County finds, in a scheduled or random inspection, that the Contractor has not completed the requested services in accordance with the Contract requirements, monetary deductions will be made against invoices.
- IV. PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of the Contract. All price decreases will automatically be extended to County.
- V. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
- VI. CONTRACTOR'S EXPENSE:** Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- VII. REIMBURSABLE ITEMS:** Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the County Project Manager. Invoices for reimbursable items shall be identified as such and include copies of receipts or other proof of payment as determined by the County Project Manager. Reimbursable items shall be charged at cost.
- VIII. PAYMENT TERMS:** Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County. Invoices shall be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County 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 County shall not

preclude the right of 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.

IX. INVOICING INSTRUCTIONS: The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from (a), above
- C. Name of County agency/department
- D. Delivery/service address
- E. Contract number
- F. Service Date
- G. Description of Services
- H. Total
- I. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works/Procurement Services
Attn: Accounts Payable
300 N. Flower Street, 8th Floor
Santa Ana, CA 92703

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 B.1.
CONTRACTOR'S SUPPLEMENTAL PRICING

I. OTHER PROTECTIVE EQUIPMENT /CLOTHING

A.	30 minute SCBA	\$30.00/day
B.	60 minute SCBA	\$60.00/day
C.	Airline Respiratory System Complete	\$400.00/day
D.	Closed Circuit Breathing Apparatus (1 hour)	\$120.00/day
E.	Closed Circuit Breathing Apparatus (4 hours)	\$225.00/day
F.	Air Refills (plus labor)	\$85.00/each
G.	Full face respirator	\$35.00/man/day
H.	Half Face respirator	\$20.00/man/day
I.	Respirator cartridges (HEPA)	\$20.00/set
J.	Respirator cartridges (standard)	\$30.00/set
K.	Half face disposable respirator	\$25.00/man/day
L.	Flame resistant / Nomex coveralls	\$85.00/each
M.	Flame resistant/ Nomex hood	\$48.00/each
N.	Latex gloves	\$2.00/pair
O.	Light duty gloves	\$6.50/pair
P.	Heavy duty gloves	\$8.00/pair
Q.	Specialty gloves	\$50.00/pair
R.	Viton Gloves	\$90.00/pair
S.	Leather gloves	\$8.00/pair
T.	Cotton gloves	\$4.00/pair
U.	Light duty shoe covers	\$15.00/pair
V.	Heavy duty shoe covers	\$20.00/pair
W.	Chemical resistant boots	\$10.00/pair
X.	Hip boots	\$75.00/pair
Y.	Waders	\$20.00/pair

II. MONITORING/SAMPLING EQUIPMENT

A.	Colorimetric Tests	\$10.00/each
B.	Radiation detection meter	N/A
C.	Ph meter	\$20.00/day
D.	Glass Coliwasa	\$5.00/each
E.	Glass Thief	N/A
F.	Gas detector w/o tubes	\$120.00/day
G.	Gas detector tubes	\$20.00/each
H.	Pocket transit	\$80.00/each
I.	Soil sampling kit	\$100.00/each
J.	Air monitoring pump	\$100.00/day
K.	PCB test kit	\$50.00/each
L.	Lead test kit	\$100.00/each
M.	Mercury spill test kit	\$100.00/each

III. SAFETY EQUIPMENT

A.	Communication system	\$40.00/day
B.	Decon pool	\$40.00/day
C.	Decon trailer	\$300.00/day
D.	Face shield	\$5.00/each
E.	Fire Extinguisher	\$20.00/day
F.	First aid kit	\$30.00/day
G.	Fluorescent safety vest	\$15.00/each

H.	Goggles	\$10.00each
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IV. EQUIPMENT-TRANSPORTATION

A.	One ton Truck with Lift Gate	\$42.00/hour
B.	Two ton Truck	\$48.00/hour
C.	AirMover (Supersucker) – driver & operator	\$220.00/hour; \$240/hr OT; \$270/hr Holiday
D.	Bin Rental (10,20,30,40 yard)	\$12.00/day
E.	Vacuum Bin Rental	\$55.00/day
F.	Bin/Truck Liners	\$30.00/each
G.	Dewatering bins 20 yard	\$34.00/day
H.	Bin Dewatering Liner Fabric (130 micron)	\$225.00/each

V. EQUIPMENT-SERVICES

A.	Portable Tanks (2,000, 6,500, 21,000 gallon)	\$ cost/day + 20%
B.	245/235/225/215 Excavator - crawler	\$ cost/day + 20%
C.	Long Reach - 46'/ 56'	\$ cost/day + 20%
D.	Hydraulic thumbs	\$ cost/day + 20%
E.	Hydraulic breakers	\$ cost/day + 20%
F.	Concrete pulverizers	\$ cost/day + 20%
G.	416 Backhoe	\$830.00/day
H.	936 Front end loader	\$100.00/day
I.	950 Front end loader	\$ cost/day + 20%
J.	966 Front end loader	\$ cost/day + 20%
K.	Dozer – crawler	\$ cost/day + 20%
L.	Drum Crusher	\$350.00/day
M.	Emergency Response Trailer (major)	\$900.00/day
N.	Generators	
	1. 1-5 kw	\$75.00/day
	2. 6-10 kw	\$90.00/day
O.	Lights - portable	
	1. Twin Flood 8' 500W	\$75.00/day/each
	2. Light Tower -1000W	\$160.00/day/each
P.	Pumps	
	1. Centrifugal self-priming 1.5hp	\$50.00/day
	2. Trash Pump 2" cast iron 5hp	\$90.00/day
	3. Utility Pump 1" aluminum 2hp	\$75.00/day
	4. Submersible utility – manual 110v	\$75.00/day
	5. Sump pump	\$75.00/day
	6. Diaphragm 1"	\$100.00/day
	7. Diaphragm 1" (Kynar)	\$150.00/day
	8. Drum pumps	
	a. Electrical	\$100.00/day
	b. Rotary	\$50.00/day
	c. Economy	\$15.00/day
	d. Heavy Duty Syphon	\$30.00/day
Q.	Wet/Dry Vacuum (15 gallon)	\$35.00/day
	1. Wet/Dry Vacuum (5 gallon)	\$30.00/day
	2. Hepa Vac (small)	N/A
	3. Hepa Vac (large)	\$150.00/day
	4. Hepa Vac Filters	\$25.00/each
R.	Hydroblasters	
	1. Hydroblaster (5,000 Psi)	\$75.00/hour
	2. Hydroblaster (10,000 Psi)	\$ cost/day + 20%
S.	Pressure Washer (Hot or Cold)	\$175.00/day
T.	Negative Air Machine	N/A

VI. OTHER EQUIPMENT

A.	30 foot Extension Ladder	\$78.00/day
B.	Air Wagon/Trailer	\$100.00/day
C.	Blower (intrinsically safe – coppus style)	\$110.00/day
D.	Chain saw	\$70.00/day
E.	Chopsaw	\$120.00/day
F.	Cutting Torch and Rig	\$150.00/day
G.	Drum deheader	\$ cost/day + 20%
H.	Drum dolly	\$10.00/day
I.	Electric cords	\$6.00/day
J.	Hand Tools	\$40.00/day
K.	Hand truck	\$15.00/day
L.	Hydraulic jack – 20 ton	\$ cost/day + 20%
M.	Non-sparking tools	\$50.00/day
N.	Office Trailer	\$800.00/day
O.	Small Power Tools	\$75.00/day
P.	Vac-U-Max with Compressor	\$ cost/day + 20%
Q.	Welder Arc/Wire Feed	\$250.00/day
R.	Wheelbarrow	\$15.00/day
S.	Plasma Cutter	\$500.00/day

VII. MATERIALS

A.	Absorbent materials	
1.	Oil sorbent (3M or equivalent)	
a.	HP 38” x 144’ roll	\$ -- /roll
b.	P 38” x 144’ roll	\$ -- /roll
c.	P 19” x 144’ roll	\$ -- /roll
d.	P 21” x 100’ sweeps	\$ -- /each
e.	HP 17” x 19” x ½” pads	\$ -- /case
f.	HP34” x 38” x ¼” pads	\$ -- /case
g.	P 17” x 19” x 3/16” pads	\$ -- /case
h.	P 34” x 38” x 3/8” pads	\$ -- /case
i.	P 4’ mini boom	\$ -- /case
j.	P 8’ mini boom	\$ -- /case
k.	P 12’ mini boom	\$ -- /case
l.	P 14” x 25” x 5” pillows	\$ -- /case
m.	Sorbent pads	\$100.00/bale
n.	Sorbent Booms (3”-4” diam)	\$200.00/bale
o.	Hard Boom	\$6.00/foot/day
2.	Granule absorbent	
a.	Dri Zorb (multipurpose)	\$10.00/bag
b.	Oil Dry (petroleum)	\$15.00/bag
c.	Solid – A – Sorb (chemicals, PCBs)	\$20.00/bag
d.	Vermiculite	\$50.00/bag
3.	Universal sorbent (3M or equivalent)	
a.	HC 9” x 14” pad	\$ -- /case
b.	HC 15” x 150’ roll	\$ -- /roll
c.	HC 38” x 150’ roll	\$ -- /roll
d.	C 4’ mini boom	\$ -- /case
e.	C 8’ mini boom	\$ -- /case
f.	C 12’ mini boom	\$ -- /case
g.	C 7” x 15” pillows	\$ -- /case
B.	Acid Neutralizer	\$12.00/qt
C.	Acid Suits	\$60.00/each
D.	Barricade Tape (Harris Caution Tape)	\$35.00/roll

E.	Base Neutralizer	\$12.00/qt
F.	Chlor-D-Tects	\$31.00/each
G.	Drum Liners (roll)	\$80.00/roll
H.	Drum Liners	\$5.00/each
I.	Drum Thieves	N/A
J.	Duct Tape	\$12.00/roll
K.	Rags	\$55.00/box
L.	Sample bottles	\$6.00/each
M.	Sample bottle mailer kits	\$30.00each
N.	Sand Bags	\$4.00/bag
O.	Visqueen 6 mil (20' x 100')	\$68.00/roll
	45' Enclosed Van	\$145/hr ST; \$165/hr OT; \$195/hr holiday
	Vactron with Operator	\$147/hr ST; \$167/hr OT; \$197/hr holiday
	Mini-Me Vacuum Truck	\$145/hr ST; \$165/hr OT; \$195/hr holiday
	Cushion Truck (Traffic Control)	\$169/hr ST; \$189/hr OT; \$219/hr holiday
	Arrow Board (Traffic Control	\$60/day
	Traffic Cones	\$1/day/each
	Traffic Signs	\$6/day/sign
	Biowaste Trailer Un-operated	\$200/day
	Forklift (4K-6K Capacity)	\$295/day
	Hazcat Test	\$55/test
	Hazcat Kit	\$175/day
	Roll-About Tool Box	\$250/day
	Includes assorted tools	
	Jetter Unit Towable (4000psi)	\$70/hr
	Hydrotech High Pressure Wash Unit	\$55/hr