

**~~Contract MA-060-12012251 For
The Replacement and Disposal of Lead Contaminated Filters~~**

~~This agreement, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between, Hunter Consulting, Inc. dba HCI Environmental & Engineering Services with a place of business at 114 Business Center Drive, Corona, CA 92880; hereinafter referred to as "Contractor," and the County of Orange, a political subdivision of the State of California, through its Sheriff-Coroner Department with a place of business at 320 N. Flower Street, 2nd Floor, Santa Ana, CA 92703, hereinafter referred to as "County," which may be referred individually as "Party" or collectively as "Parties."~~

RECITALS

~~WHEREAS, Contractor responded to County issued solicitation offering the complete Scope of Work as requested in Attachment A, and Contractor represents that its proposed goods and services shall meet or exceed County's requirements and specifications as set forth herein; and,~~

~~WHEREAS, County's Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for the **Replacement and Disposal of Lead Contaminated Filters**;~~

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

~~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 trial to another county.~~
- ~~B. **Entire Contract:** This Contract, including Attachments A, B, C, Exhibit 1 (Blank Child Support Enforcement Certification Requirements Form) and Exhibit 2 (Blank EDD Reporting Requirements), which have been incorporated herein by 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 equipment, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent".~~
- ~~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.~~
- ~~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 description, 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 by the County and in accordance to Attachment H, Compensation and Pricing.~~
- ~~G. **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 indemnitees as identified in paragraph "P" below, 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 paragraph "P" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.~~
- ~~I. **Assignment or Sub-contracting:** 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 sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without 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 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.~~
- ~~K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after thirty (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 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. **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.~~
- ~~N. **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.~~

- ~~O. **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 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.~~
- ~~P. **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.~~

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

~~All self insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 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), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.~~

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

~~Qualified Insurer~~

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

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

~~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	\$1,000,000 per occurrence
for owned, non-owned and hired vehicles	
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 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.~~
- ~~2) A primary non-contributing endorsement evidencing that Contractor's insurance is primary and any insurance or self insurance maintained by the County of Orange shall be excess and non-contributing.~~

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

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

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

~~If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of 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 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.~~
- ~~Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.~~
- ~~R. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.~~
- ~~S. **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.~~
- ~~T. **Force Majeure:** Contractor shall not be in breach of this Contract or 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 thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.~~
- ~~U. **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.~~
- ~~V. **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 paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.~~
- ~~W. **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.~~
- ~~X. **Pricing:** The Contract price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in~~

this Contract.

- ~~Y. **Waiver of Jury Trial:** To the extent enforceable under California law, each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.~~
- ~~Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.~~
- ~~AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.~~
- ~~BB. **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.~~
- ~~CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.~~
- ~~DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.~~
- ~~EE. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.~~
- ~~FF. **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.~~
- ~~GG. **Employee Eligibility Verification:** 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. 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or 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.~~

~~Additional Terms and Conditions~~

- ~~1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.~~

- ~~2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and shall be effective for one (1) year from that date unless otherwise terminated by County. This Contract may be renewed for four (4) additional one-year terms upon mutual agreement of both Parties. This Contract may require approval by the County Board of Supervisors. The County does not have to give reason if it elects not to renew.~~
- ~~3. **Precedence:** The Contract documents will consist of this Contract including its Attachments, and Exhibits. In the event of a conflict between the Contract documents, the order of precedence shall be this Contract, then the Attachments and Exhibits.~~
- ~~4. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being made by the County's Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.~~
- ~~5. **Conflict of Interest (Contractor):** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interest of County. This obligation shall apply to Contractor, Contractor's employees, agents, relatives, sub tier contractors and third parties associated with accomplishing the work hereunder.

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 interest of County.~~
- ~~6. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and County safety and health regulations and laws.~~
- ~~7. **County and Contractor Project Manager:** County shall appoint a project manager to act as liaison between County and Contractor during the term of this Contract. County's project manager shall coordinate the activities of County staff assigned to work with Contractor.

Contractor shall appoint a project manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. Contractor's project manager shall be subject to approval by County and shall not be changed without the written consent of County's project manager. County's project manager shall have the right to require the removal and replacement of Contractor's project manager from providing services to County under this Contract. County's project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within fourteen (14) calendar days after written notice by County's project manager. County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor's project manager from providing services to County under this Contract.~~
- ~~8. **Contractor Personnel:** In addition to the rights set forth in paragraph 7, County's project manager shall have the right to require the removal and replacement of any of Contractor's personnel from providing services to County under this Contract. County's project manager shall notify Contractor's project manager in writing of such action. Contractor shall accomplish the removal of the specified personnel within one (1) calendar day after written notice by County's project manager. County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor's personnel from providing services to County under this Contract.~~
- ~~9. **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 aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.~~

- ~~10. **Reprocurement Costs:** In the case of default by Contractor, County may procure the service from other sources and, if the cost is higher, Contractor will be held responsible to pay County the difference between the Contract cost and the price paid. County may make reasonable efforts to obtain the prevailing market price at the time such goods and services are rendered. This is in addition to any other remedies available under law.~~
- ~~11. **County of Orange Child Support Enforcement (Exhibit 1 — Blank County of Orange Child Support Enforcement Certification Requirements Form):** In order to comply with the child support enforcement requirements of County, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish the required Contractor data and certifications to the agency/department deputy purchasing agent.~~
- ~~Failure of Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal and state 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 sixty (60) calendar days of notice from County shall constitute grounds for termination of the Contract.~~
- ~~12. **EDD Independent Contractor Reporting Requirements (Blank Exhibit 2):** California law requires businesses and government entities to report specified information regarding independent Contractors to the Employment Development Department (EDD). This information will be used by the EDD to assist in locating parents who are delinquent in their child support payments. An independent Contractor is defined as a sole proprietor who is not an employee of the business or government entity for which that individual is performing a service and who received compensation and/or executes a Contract for services performed or that business or government entity either in or outside of California.~~
- ~~13. **Authorization Warranty:** Contractor represents and warrants that the person executing this Contract on behalf of and for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.~~
- ~~14. **Notices:** Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.~~

_____ For Contractor:

Hunter Consulting, Inc. dba HCI Environmental & Engineering Service
 Address: 114 Business Center Drive
 Corona, CA 92880
 Attn: Donald Olsen
 Title: Project Manager
 Phone: 909-645-7101
 Fax: 951-280-0118

_____ For County:

County of Orange
 Sheriff-Coroner Department/Purchasing Services Bureau
 320 N. Flower Street, 2nd Floor
 Santa Ana, CA 92703
 Attn: Yvette Torres, Buyer
 Ph: 714-568-5791
 Fx: 714-834-6411

- ~~15. **Data Title to:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after~~

~~completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.~~

- ~~16. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. Contractor agrees to supply services and/or commodities requested, as needed by County, at prices listed in the Contract, regardless of quantity requested.~~
- ~~17. **Contractor's 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 Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County's assigned Deputy Purchasing Agent.~~
- ~~18. **Audits/Inspections:** Contractor agrees to permit County's Auditor Controller or the Auditor Controller's authorized representative (including auditors from a private auditing firm hired by 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. County will provide reasonable notice of such an audit or inspection.~~

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

~~Contractor agrees to maintain such records for possible audit for a minimum of three (3) 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 County to audit records and interview staff of any subcontractor related to performance of this Contract.~~

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

- ~~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 Contractor's project manager and County's project manager, such matter shall be brought to the attention of the County's Purchasing Agent by way of the following process:~~
- ~~a. Contractor shall submit to the agency/department 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 County, on its own initiative, has already rendered such a final decision.~~
- ~~b. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating the that 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 Contractor believes County is liable.~~
- ~~B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.~~
- ~~Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If County fails to render a decision within ninety (90) days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. County's final decision shall be conclusive and binding regarding the dispute unless Contractor commences~~

~~action in a court of competent jurisdiction.~~

20. ~~**Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this contract may be subjected to unusual usage. The contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the contractor shall apply to serving the County's needs regardless of the circumstances. If the contractor is unable to supply the goods/services under the terms of the contract, then the contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the contractor shall show both the emergency purchase order number and the contract number.~~
21. ~~**Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.~~
22. ~~**Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.~~
23. ~~**Delivery Location – No Loading Dock:** Delivery locations may not have loading docks. The contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.~~
24. ~~**Parking for Delivery Services:** The County of Orange will not provide free parking for delivery services.~~
25. ~~**Security Requirements:**~~
- ~~A. **Background Checks:**~~
- ~~1. All personnel to be employed in performance of the work under this contract shall be subject to background checks and clearance prior to their use at all Sheriff's Facilities.~~
 - ~~2. Contractor shall prepare and submit a "Contractor Security Clearance" information form to the Contract Administrator for all persons who will be working on or who will need access to the facility.~~
 - ~~3. "Contractor Security Clearance" information forms shall be submitted at least five (5) County working days prior to the start of work or prior to the use of any person subsequent to the start of work.~~
 - ~~4. "Contractor Security Clearance" information forms will be provided by the Contract Administrator upon request, and will be screened by the Sheriff's Department.~~

- ~~5. "Contractor Security Clearance" information forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.~~
- ~~6. No person shall be employed on this work who has not received prior clearance from the Sheriff's Department.~~
- ~~7. The Sheriff's Department need not give a reason clearance is denied.~~

~~**B. Performance Requirements:**~~

~~Contractor shall ensure that:~~

- ~~1. All vehicles parked on site shall be locked and thoroughly secured at all times.~~
- ~~2. All tools and materials shall remain in its possession at all times and shall never be left unattended.~~

~~All lost or misplaced tools or materials shall be reported immediately to the escort or Control in Sheriff's facilities.~~

- ~~3. All materials, large and small, from removal operations or new construction (especially those materials that could be used to inflict injury such as nails, wire, wood, etc.) shall be continuously cleaned up as work progresses.~~
- ~~4. All work areas shall be secured prior to the end of each work day.~~
- ~~5. Workmen shall have no contact, either verbal or physical, with internees in the facility. Specifically:

 - ~~a. Do not give names or addresses to internees.~~
 - ~~b. Do not receive any names or addresses from internees.~~
 - ~~c. Do not disclose the identity of any internee to anyone outside the facility.~~
 - ~~d. Do not give any materials to internees.~~
 - ~~e. Do not receive any materials from internees (including materials to be passed to another individual or internee).~~~~

~~Failure to comply with these requirements is a criminal act and can result in prosecution.~~

- ~~6. Workmen do not smoke or use profanity or other inappropriate language while on site.~~
- ~~7. Workmen do not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.~~

~~Workmen plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.~~

Signature Page

The Parties hereto have executed this Contract MA-060-12012251 for ~~the Replacement and Disposal of Lead Contaminated Filters~~ on the dates shown opposite their respective signatures below

~~**Contractor: Hunter Consulting, Inc. dba HCI Environmental & Engineering Service**~~

~~By: _____ Title: _____~~

~~Print Name: _____ Date: _____~~

~~**Contractor*: Hunter Consulting, Inc. dba HCI Environmental & Engineering Service**~~

~~By: _____ Title: _____~~

~~Print Name: _____ Date: _____~~

~~*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.**~~

County Of Orange

A political subdivision of the State of California



~~Sheriff-Coroner Department~~

~~By: _____ Title: _____~~

~~Date: _____~~

~~APPROVED AS TO FORM
COUNTY COUNSEL~~

~~_____
John H. Abbott, Deputy~~

~~ATTACHMENT A~~~~Scope of Work~~~~SCOPE of SERVICES:~~

~~Contractor shall provide labor, materials, tools and equipment required on an as needed basis for replacement of lead contaminated filters in five (5) air evacuators above the live fire ranges at the Sheriff's Training Facility located at 1900 W. Katella Avenue, Orange, CA 92667.~~

~~The qualified California registered hazardous waste handler is to perform lead filter replacement and disposal as requested by the Sheriff Coroner Department Facilities Operations Division.~~

~~1. Contractor Requirements:~~

- ~~a. Contractor shall notify the County at least twenty four (24) hours in advance of canceling any scheduled work.~~
- ~~b. Contractor shall arrive at the scheduled location within two (2) hours of specified time.~~
- ~~c. Contractor shall sort, perform analysis as needed, package, label, mar, manifest, transport, or dispose of the collected hazardous wastes to the satisfaction of the California Department of the Toxic Substances Control (DTSC), H&S Code Chapter 6.5 Cal Code of Regulation (CCR Title 22 Division 4 Chapter 30, and the USDT (49CFR) and other pertinent federal, state and local codes regulations as required by law.~~

~~2. Service Requirements:~~

~~Contractor shall purchase, replace and dispose of all pre and post filters on an as needed basis for the Training Facilities five (5) lead abatement evacuator systems located at 1900 W. Katella Avenue, Orange, CA 92667. There are four (4) systems on the roof of the American Standard Course (ASC) Range, two (2) systems on the Sheriff's range, and two (2) systems on the Public Range. There is one (1) system on the roof of the Tactical Training Center for the indoor Police Pistol Course P.P.C range.~~

~~Prior to any hazardous material abatement job, Contractor must coordinate with County Project Manager, (Facilities Operations appointed personnel) to shut down the air handler unit(s) serving the abatement areas. Contractor shall perform Regulatory Compliance Analytical sampling and testing from removed hazardous waste material and report finding to County Project Manager within three (3) weeks of job completion.~~

~~All contracted work must comply with workplace health and safety requirements, and applicable regulations. All hazardous and non hazardous waste generated from project must be properly manifested per Environmental Protection Agency/Department of Transportation (EPA/DOT) regulations and signed by the Contractor or his designee. All work shall at a minimum, comply with all requirements specified by OSHA, the Environmental Protection agency, California Code of Regulations (CCR), Title 8 pertaining to lead.~~

~~Contractor shall obtain all necessary permits and/or registrations from applicable environmental agencies, (e.g. South Coast Air Quality Management District, Cal OSHA, etc.) prior to beginning any work. Copies of all permits and/or registrations will be included in the work plan and submitted to the Project Manager prior to any work.~~

~~Barricades and warnings are required around all work sites. It is the Contractor's responsibility to prevent unauthorized individuals from entering the work area. Work area must remain clean and organized. It is the Contractor's responsibility to protect building structure and surrounding equipments.~~

~~Pre filters will be replaced four (4) to six (6) times per year. Post filters will be replaced annually. The pre and post filter schedules can change provided the onsite monitoring equipment indicates earlier changes are necessary.~~

~~3. Filter Replacements:~~

~~a. The indoor range Tactical Training Center building, equipment asset 00007205~~

Filter	Description	Size	Qty	%	Mfr.	P/N	Type
Pre	Pleated	24"x24"x2"	24 each	85	Farr (Camfil)	405413005	Merv-13
Pre	Pleated	24"x12"x2"	4 each	85	Farr (Camfil)	405413006	Merv-13
Post	Metal frame	24"x24"x12"	24 each	99.97	Farr (Camfil)	855210008	

~~b. The ASC Range Public Side Shooting End, equipment asset 00009492~~

Filter	Description	Size	Qty	%	Mfr.	P/N	Type
Pre	FP Mini-pleat	24"x24"x12"	16 each	85	Aerostar	40023H-P	Merv-14
Post	V-bank Mini-pleat	24"x24"x12"	16 each	99.97	Aerostar	41318	Merv-99

~~c. The ASC Range Law Side Shooting End, equipment asset 00009493~~

Filter	Description	Size	Qty	%	Mfr.	P/N	Type
Pre	FP Mini-pleat	24"x24"x12"	16 each	85	Aerostar	40023H-P	Merv-14
Post	V-bank Mini-pleat	24"x24"x12"	16 each	99.97	Aerostar	41318	Merv-99

~~d. The ASC Range Low Side Target End, equipment asset 00009494~~

Filter	Description	Size	Qty	%	Mfr.	P/N	Type
Pre	FP Mini-pleat	24"x24"x12"	4 each	85	Aerostar	40023H-P	Merv-14
Pre	FP Mini-pleat	12"x24"x12"	4 each	85	Aerostar	40039H-P	Merv-14
Post	V-bank Mini-pleat	24"x24"x12"	4 each	99.97	Aerostar	41187	
Post	V-bank Mini-pleat	12"x24"x12"	4 each	99.97	Aerostar	41188	

~~e. The ASC Range Public Side Target End, equipment asset 00009495~~

Filter	Description	Size	Qty	%	Mfr.	P/N	Type
Pre	FP Mini-pleat	24"x24"x12"	4 each	85	Aerostar	40023H-P	Merv-14
Pre	FP Mini-pleat	12"x24"x12"	4 each	85	Aerostar	40039H-P	Merv-14
Post	V-bank Mini-pleat	24"x24"x12"	4 each	99.97	Aerostar	41187	
Post	V-bank Mini-pleat	12"x24"x12"	4 each	99.97	Aerostar	41188	

ATTACHMENT B**PRICING****I. Katella Filter Change****A. Indoor range at the Tactical Training Center**

	<u>Qty.</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
1. <u>Pre-Filters, Asset # 7205</u>			
Type: Pleated, 24x24x2, 85%	24	\$25.00	\$600.00
Type: Pleated, 24x12x2, 85%	4	\$20.00	\$80.00
2. <u>Labor</u>	per hour	\$55.00/hr	
3. <u>Hazardous Material Disposal</u>			
• Includes removal, bagging, Transporting and manifesting		\$384.00	\$768.00
4. <u>Analytical Sampling</u>	1 ea.	\$125.00	\$125.00
(Cost per filter change per asset #)			
5. <u>Post Filter, Asset # 7205</u>			
Type: Metal Frame, Pleated 24x24x12, 99.97%	24	\$315.00	\$7,560.00
6. <u>Labor</u>	per hour	\$55.00/hr	
7. <u>Hazardous Material Disposal</u>			
• Includes removal, bagging, Transporting and manifesting		\$485.00	\$3,880.00
8. <u>Analytical Sampling</u>	1ea.	\$125.00	\$125.00
(Cost per filter change per asset#)			

B. Open Air Range (Public and Qualification)

1. <u>Pre-Filter, Asset#9492</u>			
Type: FP Mini-Pleat, 24x24x12, 85%	16	\$124.00	\$1,984.00

2. Labor	per hour	\$55.00/hr	
	Qty.	Unit Cost	Extended Cost
3. Hazardous Material disposal		\$460.00	\$1,840.00
• Includes removal, bagging, Transporting and manifesting			
4. Analytical Sampling	1 ea.	\$125.00	\$125.00
(Cost per filter change per asset#)			
5. Post Filter, Asset #9492			
Type: V Bank Mini-Pleat	16	\$170.00	\$2,720.00
24x24x12, 99.97%			
6. Labor	per hour	\$55.00/hr	
7. Hazardous and Material disposal		\$460.00	\$1,840.00
• Includes removal, bagging, transporting and manifesting			
8. Analytical Sampling	1 ea.	\$125.00	\$125.00
(Cost per filter change per asset#)			
1. Pre-Filter, Asset#9493			
Type: FP Mini Pleat, 24x24x12, 85%	16	\$124.00	\$1,984.00
2. Labor		\$55.00/hr	\$440.00/hr
3. Hazardous Material disposal		\$460.00	\$1,840.00
• Includes removal, bagging, Transporting and manifesting			
4. Analytical Sampling	1 ea.	\$125.00	\$125.00
(Cost per filter change per asset#)			
5. Post Filter, Asset #9493			
Type: V Bank Mini Pleat	16	\$170.00	\$2,720.00
24x24x12, 99.97%			
6. Labor	per hour	\$55.00/hr	
7. Hazardous and Material disposal		\$460.00	\$1,840.00

- ~~• Includes removal, bagging, transporting and manifesting~~

	<u>Qty.</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
8. Analytical Sampling		\$125.00	\$125.00
(Cost per filter change per asset#)	1 ea.		

~~1. Pre Filter, Asset#9494~~

~~Type: FP Mini Pleat, 24x24x12, 85% 4 \$124.00 \$496.00~~

~~Type: FP Mini Pleat, 12x24x12, 85% 4 \$100.00 \$400.00~~

~~2. Labor per hour \$55.00/hr~~

~~3. Hazardous Material disposal \$510.00 \$1,020.00~~

- ~~• Includes removal, bagging, transporting and manifesting~~

~~4. Analytical Sampling \$125.00 \$125.00~~
~~(Cost per filter change per asset#) 1 ea.~~

~~5. Post Filter, Asset #9494~~

~~Type: V Bank Mini Pleat 4 \$124.00 \$496.00~~
~~24x24x12, 99.97%~~

~~Type: V Bank Mini-Pleat 4 \$170.00 \$680.00~~
~~12x24x12, 99.97%~~

~~6. Labor per hour \$55.00/hr~~

~~7. Hazardous and Material disposal \$510.00 \$1,020.00~~

- ~~• Includes removal, bagging, transporting and manifesting~~

~~8. Analytical Sampling \$125.00 \$125.00~~
~~(Cost per filter change per asset#)~~

~~1. Pre Filter, Asset#9495~~

~~Type: FP Mini Pleat, 24x24x12, 85% 4 \$124.00 \$496.00~~

~~Type: FP Mini Pleat, 12x24x12, 85% 4 \$100.00 \$400.00~~

~~2. Labor per hour \$55.00/hr~~

~~Qty. Unit Cost Extended Cost~~

~~3. Hazardous Material disposal \$510.00 \$1,020.00~~

- ~~• Includes removal, bagging,
Transporting and manifesting~~

~~4. Analytical Sampling 1 ea. \$125.00 \$125.00
(Cost per filter change per asset#)~~

~~5. Post Filter, Asset #9495~~

~~Type: V Bank Mini Pleat 4 \$124.00 \$496.00
24x24x12, 99.97%~~

~~Type: V Bank Mini Pleat 4 \$170.00 \$680.00
12x24x12, 99.97%~~

~~6. Labor per hour \$55.00/hr~~

~~7. Hazardous and Material disposal \$510.00 \$1,020.00~~

- ~~• Includes removal, bagging,
transporting and manifesting~~

~~8. Analytical Sampling 1 ea. \$125.00 \$125.00
(Cost per filter change per asset#)~~

~~II. Analytical Sampling (motor, fan blades and housing) \$125.00 \$125.00
(Services shall be requested on an as needed basis per asset#)~~

~~ATTACHMENT C~~**~~Compensation and Pricing Provisions~~**

~~This is a fixed fee Contract between County and Contractor for goods and services provided in Attachment A, Scope of Work. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for services.~~

~~1. Pricing~~

~~Pricing set forth in Attachment B shall be firm for the first term of the Contract. All price decreases will automatically be extended to County. County will accept decreases only. Pricing will be firm unless a reduction is available.~~

~~2. Payment Terms~~

~~Invoices are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of commodity/services in accordance with Paragraph F, Acceptance/Payment.~~

~~Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County and verified and approved by the Sheriff Coroner Department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.~~

~~Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to 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.~~

~~3. Invoicing Instructions:~~

~~Contractor shall submit invoices for all tune up/testing/maintenance and repairs actually completed, including filing the required reports.~~

~~Payments and/or invoices are to be sent to:~~

~~Sheriff Coroner Department/Facilities Operations
431 The City Drive South, Orange CA 92868
Attn: Facilities Contract Services Supervisor~~

~~For verification and approval:~~

~~Contractor will provide an invoice for services rendered, not more frequently than monthly. Each invoice will have a number and shall include the following information:~~

~~The invoice shall be submitted on standard company forms and shall state:~~

- ~~1. Invoice Number~~
- ~~2. Invoice Date~~
- ~~3. A Brief Description of Work~~
- ~~4. Date Work Was Completed~~
- ~~5. Unit Prices, (prices by Facility)~~
- ~~6. Parts Quantity, Prices (if any)~~
- ~~7. County Contract Number (M.A. #)~~
- ~~8. Federal I.D. Number~~

~~9. Contractor's name and address~~

~~10. Contractor's remittance address~~

~~11. Sales tax, if applicable~~

~~Invoices which are submitted prior to completion of work or which do not state all of the required information may be returned to the Contractor for corrective action.~~

EXHIBIT 1**CHILD SUPPORT ENFORCEMENT REQUIREMENTS**

~~In order to comply with child support enforcement requirements of the County the required Contractor data and certifications must be submitted within 10 days of notification of award.~~

~~Failure of a bidder to submit the data and/or certifications required above shall result in the bid being deemed non-responsive and the bidder may be disqualified from being considered for Contract award. Subsequent to issuance of the Contract, failure to comply with all federal and state 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.~~

~~The certifications will be stated as follows:~~

~~"I certify that **Hunter Consulting, Inc. dba HCI Environmental & Engineering Service** is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of **Contract # MA-060-12012251** with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.~~

~~It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.~~

~~Failure of the Contractor to timely submit the data and/or certifications required above or to comply with all federal and state 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.~~

County of Orange Child Support Enforcement

Contract Certification

INSTRUCTIONS:

UPON NOTIFICATION OF SELECTION FOR CONTRACT AWARD/REQUEST FOR RENEWAL, **COMPLETE PART I AND PART II.**
RETURN COMPLETED FORM TO: SHERIFF-CORONER DEPARTMENT/PURCHASING SERVICES BUREAU, 320 N. FLOWER ST., SANTA ANA, CA 92703.

PART I

A. In case of an individual contractor, provide:

His/her name, date of birth, Social Security number, and residence address:

B. In the case of contractor doing business in a form other than as an individual, provide:

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; OR

C. *If your firm is a non-profit entity please indicate: "N/A, Non-Profit Organization" OR If no single person owns an interest of 10 percent or more please state this fact below.

(Please note: Part II "Certification" must also be signed and returned)

1. **Name:** _____
D.O.B. _____
SSN No: _____
Residence Address: _____

2. **Name:** _____
D.O.B. _____
SSN No: _____
Residence Address: _____

PART II

CERTIFICATION (PART I MUST ALSO BE COMPLETED)

I certify that _____ is in full compliance with all applicable Federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract Number: _____ with the County of Orange.

I understand that failure to comply shall constitute a material breach of the contract and the failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____

EXHIBIT 2

EDD-INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001 the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the COUNTY pays \$600 or more or with whom the COUNTY enters into an AGREEMENT 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, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes an AGREEMENT 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 "as an individual who is not an employee of the government entity for California purposes and who receives compensation or executes an AGREEMENT 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 www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements of, County procedures for contracting with independent CONTRACTORS mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

- _____ First Name, Middle Initial, and Last Name
- _____ Social Security Number
- _____ Address
- _____ Start and expiration dates of contract
- _____ Amount of contract

PART I

First Name _____	Middle Initial _____	Last Name _____
SSN# _____	Date of Birth _____	
Address _____		
Contract No. _____		
Start Date _____	Expiration Date _____	
Dollar value of contract _____		

CERTIFICATION (PART I must also be completed)

I certify that _____ is in full compliance with all applicable Federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract Number: _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and the failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____

Contract # MA-060-18010753
with
Hunter Consulting Inc. dba HCI Environmental & Engineering Service
for
The Replacement and Disposal of Lead Contaminated Filters and Bio-Hazard Filters

This Contract MA-060-18010753 for Replacement and Disposal of Lead Contaminated Filters and Bio-Hazard Filters (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 Hunter Consulting Inc. dba HCI Environmental & Engineering Service, with a place of business at 114 Business Center Drive, Corona, CA 92880 (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 documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Services
Attachment B – Compensation and Pricing Provisions

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Replacement and Disposal of Lead Contaminated Filters and Bio-Hazard Filters under a firm fixed fee Contract; and

WHEREAS, County solicited Contract for Replacement and Disposal of Lead Contaminated Filters and Bio-Hazard Filters as set forth herein, and Contractor represented that it is qualified to provide Replacement and Disposal of Lead Contaminated Filters and Bio-Hazard Filters to the County as further set forth here; and

WHEREAS, Contractor agrees to provide Replacement and Disposal of Lead Contaminated Filters and Bio-Hazard Filters to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor for Replacement and Disposal of Lead Contaminated Filters and Bio-Hazard Filters based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Replacement and Disposal of Lead Contaminated Filters and Bio-Hazard Filters with the Contractor;

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 Purchasing Agent 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 indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," 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 paragraph "Z" 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 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) 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:

<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

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 Insured's, 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 interest's clause also known as a "separation of insured's" 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.

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: 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 terms of sale or other 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.

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 paragraph "Z" 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. **Freight:** Prior to the County's express acceptance of delivery of products. 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.
- V. **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.
- W. **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.
- X. **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.
- Y. **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.
- Z. **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.

AA. **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 County's project manager.

BB. **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.

CC. **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

9. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.

2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue for two (2) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for three (3) 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, which 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 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 worn 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 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.

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

23. **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.

24. **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.

25. **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.
26. **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: Hunter Consulting Inc. dba HCI Environmental & Engineering Services
 114 Business Center Drive
 Corona, CA 92880
 Attn: Dan Hackney
 Ph: 951-280-0298
 Email: dan@hcienv.com

County: Sheriff-Coroner Department/Facilities Operations
 Address: 431 The City Drive South
 Orange, CA 92868
 Attn: Elizabeth Ochoa
 Ph: 714-935-6841
 Email: elochoa@ocsd.org

Assigned DPA: County of Orange
 Sheriff-Coroner Department/Purchasing Services Unit
 320 N. Flower Street, 2nd Floor
 Santa Ana, CA 92703
 Attn: Yvette Torres, Supervising PCS
 Ph: 714-568-5791
 Email: ytorre@ocsd.org

27. **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.
28. **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.
29. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
30. **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.
31. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

32. **Security Requirements:**

A. Contractor shall, with respect to all employees of Contractor performing services hereunder:

1. Perform background checks as to past employment history.
2. Inquire as to past criminal felony convictions.
3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.

B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:

1. Inability or unwillingness to perform in a competent manner.
2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.

3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
 4. Usage of illegal controlled substances as defined by federal law.
- C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
- D. Nothing herein shall render any employee of Contractor an employee of County.

THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.
3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.
4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.
5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
7. County will not give Contractor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.
2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while performing work under this contract. Specifically:
 - a. Do not give names or addresses to inmates.
 - b. Do not receive any names or addresses from inmates.
 - c. Do not disclose the identity of any inmate to anyone outside the facility.
 - d. Do not give any materials to inmates.
 - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.

3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
 4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
 5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.
 6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.
33. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

-Signature Page to Follow-

Signature Page

The Parties hereto have executed this Contract# MA-060-18010753 for the Replacement and Disposal of Lead Contaminated Filters on the dates shown opposite their respective signatures below

Contractor*: Hunter Consulting Inc. dba HCI Environmental & Engineering Service

By: _____ Title: _____

Print Name: _____ Date: _____

Contractor*: Hunter Consulting Inc. dba HCI Environmental & Engineering Service

By: _____ Title: _____

Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (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 signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

ATTACHMENT A**Scope of Work****1. Scope of Services:**

Contractor shall provide labor, materials, tools and equipment required on an as needed basis for replacement of filters including:

Lead contaminated filters in five (5) lead abatement evacuator systems (“air evacuators”) and six (6) air handlers above the live fire ranges at the Sheriff’s Training Facility located at 1900 W. Katella Avenue, Orange, CA 92667 and (2) air evacuators in two mobile pistol ranges.

Bio Hazard HEPA filters, Pre-filters and Charcoal filters for two (2) exhaust fans at the Coroner Facility located at 1071 W. Santa Ana Blvd, Santa Ana, CA 92702.

The qualified California registered hazardous waste handler is to perform lead filter replacement and disposal including removal, bagging, transporting and manifesting on an as-needed basis as requested by the Sheriff-Coroner Department Facilities Operations Division.

2. Contractor Requirements:

- f. Contractor shall coordinate / schedule service(s) with the County Project Manager prior to start of work (**no work shall be performed without the County Project Manager’s approval**).
- g. Contractor shall notify the County at least twenty-four (24) hours in advance of canceling any scheduled work.
- h. Contractor shall arrive at the scheduled location within two (2) hours of specified time.
- i. Contractor shall provide and maintain a telephone answering system which can contact and dispatch serviced personnel (24) hours a day (365) days a year.
- j. Contractor shall warrant all labor and materials for (90) days after completion of work.
- k. Contractor shall comply with all OSHA and Cal-OSHA safety regulations to ensure the safety of all his workers.
- l. All Contractor Service Personnel must be trained, licensed, and certified to handle and dispose of bio-hazardous waste, and able to provide certifications upon request.
- m. All Contractor Service Personnel must wear appropriate respirator at all times during removal, replacement and disposal of Bio-Hazard HEPA filters
- n. Bio Hazard HEPA filters, Pre-filters and Charcoal filters at the Coroner Facility located at 1071 W. Santa Ana Blvd, Santa Ana, CA 92702 shall be treated as medical waste and removed in accordance with regulatory requirements. Receipts of disposed HEPA filter, pre-filters and Charcoal filters will be sent to the County.

3. Service Requirements:

Contractor shall purchase, replace and dispose of all pre and post filters as requested by the County for a total of seven (7) air evacuators and (6) air handlers.

There are four (4) air evacuators on the roof of the American Standard Course (ASC) Range located at 1900 W. Katella Avenue, Orange, CA 92667: two (2) of them on the south range, two (2) on the north range. There is one (1) air evacuator on the roof of the Tactical Training Center for the indoor Police Pistol Course P.P.C range. The six (6) air handler systems are located at the ASC range.

There are two (2) additional air evacuators on the mobile pistol ranges: Unit # 6227 located at 1900 W. Katella Avenue, Orange, CA 92667 and Unit #6260 located at the Sheriff's Substation at 11 Journey, Aliso Viejo CA 92656.

There are two (2) fans at the Coroner Facility located at 1071 W. Santa Ana Blvd, Santa Ana, CA 92702. Service at the Coroner Facility must be coordinated with the facility representative prior to start of work. Work shall be performed between 7:00am and 9:00am or after 1:00pm.

Prior to any hazardous material abatement job, Contractor must coordinate with County Project Manager, (Facilities Operations appointed personnel) to shut down the evacuator systems, air handler unit(s) and exhaust fans serving the abatement areas. Contractor shall perform Regulatory Compliance Analytical sampling and testing from removed hazardous waste material and report finding to County Project Manager within three (3) weeks of job completion.

Contractor shall also perform Analytical sampling to include motors, fan blades and housing as requested by the County.

HEPA filter shall have all glass waterproof media, aluminum separators, polyurethane sealer and 16-gage galvaneal frame with a ¼ inch thick closed cell neoprene gasket on one face.

Contractor shall immediately place used / contaminated HEPA filters in an appropriate disposal bag after removal and shall dispose of filters properly.

All contracted work must comply with workplace health and safety requirements, and applicable regulations. All hazardous and non-hazardous waste generated from project must be properly manifested per Environmental Protection Agency/Department of Transportation (EPA/DOT) regulations and signed by the Contractor or his designee. All work shall at a minimum, comply with all requirements specified by OSHA, the Environmental Protection Agency, California Code of Regulations (CCR), Title 8 pertaining to lead, including section 5144 respiratory protection.

Contractor shall obtain all necessary permits and/or registrations from applicable environmental agencies, (e.g. South Coast Air Quality Management District, Cal OSHA, etc.) prior to beginning any work. Copies of all permits and/or registrations will be included in the work plan and submitted to the Project Manager prior to any work.

Contractor shall sort, perform analysis as needed, package, label, mark, manifest, transport, or dispose of the collected hazardous wastes to the satisfaction of the California Department of the Toxic Substances Control (DTSC), H&S Code Chapter 6.5 Cal Code of Regulation (CCR Title 22 Division 4 Chapter 30, and the USDOT (49CFR) and other pertinent federal, state and local codes regulations as required by law.

Barricades and warnings are required around all work sites. Contractor shall section off areas of service during filter change, with warning tape at least 10 feet from an affected area. It is the Contractor's responsibility to prevent unauthorized individuals from entering the work area. Work area must remain clean and organized. It is the Contractor's responsibility to protect building structure and surrounding equipment.

4. Filter Replacements:

Filter substitutions are allowed on the condition that the substituted filters meet or exceed the filter specifications for each type of filter at each location, and will properly fit the existing filter housings.

a. The indoor range Tactical Training Center building, equipment asset 00007205

Filter	Description	Size	Qty	Efficiency %	Manufacturer	P/N	Type
Pre	Pleated	24"x24"x2"	24 each	85	Farr (Camfil)	405413005	Merv-13
Pre	Pleated	24"x12"x2"	4 each	85	Farr (Camfil)	405413006	Merv-13
Post	Metal frame	24"x24"x12"	24 each	99.97	Farr (Camfil)	855210008	

North Range Side Shooting End, equipment asset 00009492

Filter	Description	Size	Qty	Efficiency %	Manufacturer	P/N	Type
Pre	FP Mini-pleat	24"x24"x12"	16 each	85	Aerostar	40023H-P	Merv-14
Post	V-bank Mini-pleat	24"x24"x12"	16 each	99.97	Aerostar	41318	Merv-99

South Range Side Shooting End, equipment asset 00009493

Filter	Description	Size	Qty	Efficiency %	Manufacturer	P/N	Type
Pre	FP Mini-pleat	24"x24"x12"	16 each	85	Aerostar	40023H-P	Merv-14
Post	V-bank Mini-pleat	24"x24"x12"	16 each	99.97	Aerostar	41318	Merv-99

South Range Side Target End, equipment asset 00009494

Filter	Description	Size	Qty	Efficiency %	Manufacturer	P/N	Type
Pre	FP Mini-pleat	24"x24"x12"	4 each	85	Aerostar	40023H-P	Merv-14
Pre	FP Mini-pleat	12"x24"x12"	4 each	85	Aerostar	40039H-P	Merv-14
Post	V-bank Mini-pleat	24"x24"x12"	4 each	99.97	Aerostar	41187	
Post	V-bank Mini-pleat	12"x24"x12"	4 each	99.97	Aerostar	41188	

e. The ASC North Range Side Target End, equipment asset 00009495

b. The
ASC
North

c. The
ASC

d. The
ASC

Filter	Description	Size	Qty	Efficiency %	Manufacturer	P/N	Type
Pre	FP Mini-pleat	24"x24"x12"	4 each	85	Aerostar	40023H-P	Merv-14
Pre	FP Mini-pleat	12"x24"x12"	4 each	85	Aerostar	40039H-P	Merv-14
Post	V-bank Mini-pleat	24"x24"x12"	4 each	99.97	Aerostar	41187	
Post	V-bank Mini-pleat	12"x24"x12"	4 each	99.97	Aerostar	41188	

f. Sheriff Mobile Pistol Range – Unit Number 6227

Filter	Description	Size	Qty	Efficiency %	Manufacturer	P/N	Type
Pre	Pleated	24"x24"x2"	3 each	40	Air Handler	Grainger 6B924	Merv-8
Post	Metal frame	24"x24"x11-1/2"	3 each	99.99	Air Handler	Grainger 6B619	

g. Sheriff Mobile Pistol Range – Unit Number 6260

Filter	Description	Size	Qty	Efficiency %	Manufacturer	P/N	Type
Pre	Pleated	24"x24"x2"	3 each	40	Air Handler	Grainger 6B924	Merv-8
Post	Metal frame	24"x24"x11-1/2"	3 each	99.99	Air Handler	Grainger 6B619	

h. Air Handler System 1, Asset # 00005132

Size	Qty	Efficiency %	Manufacturer	P/N
24" x 12" x 12"	8	99.97	AirGuard	AIRG RS-903

i. Air Handler System 2, Asset # 00005133

Size	Qty	Efficiency %	Manufacturer	P/N
24" x 24" x 12"	24	99.97	AirGuard	AIRG RS-904

j. Air Handler System 3, Asset # 00011043

Size	Qty	Efficiency	Manufacturer	P/N
20" x 25" x 2"	1	Merv 13	AirGuard	DH-2025230P

k. Air Handler System 4, Asset # 00005128

Size	Qty	Efficiency %	Manufacturer	P/N
16" x 20" x 2"	3	Merv 13	AirGuard	DH-1620230P

l. Air Handler System 5, Asset # 00005134

Size	Qty	Efficiency %	Manufacturer	P/N
20" x 20" x 1"	1	Merv 13	AirGuard	DH-2020130P

m. Air Handler System 6, Asset # 00005129

Size	Qty	Efficiency %	Manufacturer	P/N
16" x 25" x 2"	3	Merv 13	AirGuard	DH-1625130P

n. Coroner Facility at 1071 W. Santa Ana Blvd.

Exhaust Fan Units:

NOTE: This section is an as-built description of existing equipment for information purposes only.

a. Exhaust Fan #1 – Manufacturer: GREENHECK

Model #: 36B1SW21111

Serial# 02J00640

b. Exhaust Fan #1 – Manufacturer: GREENHECK

Model #: 36B1SW21111

Serial# 02J00641

Filters:

Each fan needs 10 filters for a total of 20 filters for HEPA Filters, 20 Primary Pre-filters, and 160 Charcoal Filters.

Manufacturer: Flanders OEM Filter

Model: 0-007-W-08-05-IU-52-00-GGF-ORDER# 232484

HEPA 24 x 24 x 11.5

Resistance rating of 1.35 water column

Primary Filters: 24 x 24 x 4 DPMX (10 filters per unit) Pleated

Filter media: High-density glass micro-fibers laminated to a glass woven mesh backing that is MERV 8 with a minimum efficiency of 70 percent (E3) per ASHRAE Test Standard 52.2 and an average arrestance of 94-96 percent in accordance with ASHREA Test Standards 52.1. Listed by UL as Class 1.

Effective filter media not less than 7 to 1 ratio of media area to filter face area and contain not less than 36 pleats per meter (11 pleats per foot). Maximum initial resistance at 2.5 m/s (500 fpm) approach velocity: 83 Pa (0.33 inch w.g.) and a final resistance of 166 Pa (0.66 inch w.g.).

HEPA filters: 24 x 24 x 11.5 (10 filters per unit/fan) 99.97% DOP HEPA

Provide filter having a nominal rating of 0.94 cu. m/s (2000 cfm) with a maximum initial pressure drop of 349 Pa (1.4 inch water gage), tested in accordance with Mil-Std-282 and IES-CS-IT, and having a minimum efficiency of 99.97% when challenged with a thermally generated dioctyl phthalate (DOP) aerosol whose particle size is 0.3 micrometers (homogeneous monodispersed). Provide each filter with a UL 586 label as an indication of its fire retardancy. Provide to withstand 121 degrees C (250 degrees F) continuous temperature and 38 degrees C (100 degrees F) peaks for a maximum of one hour.

CHARCOAL CARBON Filters: Coconut shell filters

17.5 x 23.5 x 1 100% fill (80 filters per unit) Two (2) units.

Filters are RSE Incorporated part # R532-05-13D-02-1824 or equivalent fill coconut shell carbon.

Housing type: 18" tray, 2H x 5W

Provide activated carbon absorbers with ozone removal efficiency: 80%

ATTACHMENT B

Compensation and Pricing Provisions

- 1. Compensation:** This is a firm-fixed fee Contract between the County and Contractor for Replacement and Disposal of Lead Contaminated Filters and Bio-Hazard filters 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 rates specified herein unless authorized by amendment in accordance with Articles C. Amendments, of the County Contract Terms and Conditions.**

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

III. Filter Change

C. Indoor range at the Tactical Training Center

	<u>Qty.</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
1. Pre-Filters, Asset # 7205			
Type: Pleated, 24x24x2, 85%	24	\$ 25.00	\$ 600.00
Type: Pleated, 24x12x2, 85%	4	\$ 20.00	\$ 80.00

9. Post Filter, Asset # 7205

Type: Metal Frame, Pleated	24	<u>\$335.00</u>	<u>\$ 8,040.00</u>
24x24x12, 99.97%			

D. Open Air Range (Includes North and South Ranges)

Pre-Filter, Asset# 9492

Type: FP Mini-Pleat, 24x24x12, 85%	16	<u>\$ 131.00</u>	<u>\$ 2,096.00</u>
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Post Filter, Asset # 9492

Type: V-Bank Mini-Pleat	16	<u>\$ 216.00</u>	<u>\$ 3,456.00</u>
24x24x12, 99.97%			

Pre-Filter, Asset# 9493

Type: FP Mini-Pleat, 24x24x12, 85%	16	<u>\$ 131.00</u>	<u>\$ 2,096.00</u>
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Post Filter, Asset # 9493

Type: V-Bank Mini-Pleat	16	<u>\$ 216.00</u>	<u>\$ 3,456.00</u>
24x24x12, 99.97%			

Pre-Filter, Asset# 9494

Type: FP Mini-Pleat, 24x24x12, 85%	4	<u>\$ 131.00</u>	<u>\$ 545.00</u>
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Type: FP Mini Pleat, 12x24x12, 85%	4	<u>\$ 105.00</u>	<u>\$ 420.00</u>
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Post Filter, Asset # 9494

Type: V-Bank Mini-Pleat	4	<u>\$ 216.00</u>	<u>\$ 864.00</u>
24x24x12, 99.97%			

Type: V-Bank Mini-Pleat	4	<u>\$ 170.00</u>	<u>\$ 680.00</u>
12x24x12, 99.97%			

Pre-Filter, Asset# 9495

Type: FP Mini-Pleat, 24x24x12, 85%	4	<u>\$ 131.00</u>	<u>\$ 545.00</u>
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Type: FP Mini Pleat, 12x24x12, 85%	4	<u>\$ 105.00</u>	<u>\$ 420.00</u>
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Post Filter, Asset # 9495

Type: V-Bank Mini-Pleat	4	<u>\$ 216.00</u>	<u>\$ 864.00</u>
24x24x12, 99.97%			

Type: V-Bank Mini-Pleat	4	<u>\$ 170.00</u>	<u>\$ 680.00</u>
12x24x12, 99.97%			

E. Mobile Pistol Ranges

Pre Filter Unit# 6227

Type: Pleated

24" x 24" x 2", 40%	3	\$ 20.00	\$ 60.00
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Post Filter

Type: Metal Frame

24" x 24" x 11 1/2", 99.99%	3	\$ 335.00	\$ 1,005.00
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Pre Filter Unit# 6260

Type: Pleated

24" x 24" x 2", 40%	3	\$ 20.00	\$ 60.00
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Post Filter

Type: Metal Frame

24" x 24" x 11 1/2", 99.99%	3	\$ 335.00	\$ 1,005.00
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F. Air Handler System 1, at 1900 Katella Ave., Asset # 00005132

24" x 12" x 12", 99.97%	8	\$ 145.00	\$ 1,160.00
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G. Air Handler System 2, at 1900 Katella Ave., Asset # 00005133

24" x 24" x 12", 99.97%	24	\$ 180.00	\$ 4,320.00
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H. Air Handler System 3, at 1900 Katella Ave., Asset# 00011043

20" x 25" x 2"	1	\$ 25.00	\$ 25.00
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I. Air Handler System 4, at 1900 Katella Ave., Asset# 00005128

16" x 20" x 2"	3	\$ 25.00	\$ 75.00
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J. Air Handler System 5, at 1900 Katella Ave., Asset# 00005134

20" x 20" x 1"	1	\$ 25.00	\$ 25.00
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K. Air Handler System 6, at 1900 Katella Ave., Asset# 00005129

16" x 25" x 2"	3	\$ 25.00	\$ 75.00
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L. Bio Hazard filters at Coroner Facility at 1071 W. Santa Ana Blvd.

HEPA Filters

24" x 24" x 11.5"	20	\$ 335.00	\$ 6,700.00
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Pre-filters

24" x 24" x 4"	20	\$ 15.00	\$ 300.00
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Charcoal

17.5" x 23.5" x 1"	160	\$ 45.00	\$ 7,200.00
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IV. Hazardous and Material Disposal Fees, Analytical Sampling and other subcontract services will be billed at cost plus. 25%

V. Labor

Regular hours, Monday – Friday: 7:00 a.m. – 5:00 p.m. \$ 75.00 / hour

Premium hours, Monday – Friday: 5:00 p.m. – 7:00 a.m. \$ 95.00 / hour

Saturday, Sunday and Holidays: 12:00 a.m. – 12:00 p.m. \$ 125.00 / hour

Contract shall not exceed: \$1,400,000.00/2 years

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the price agreement. 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. Vendor 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

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner Department/Facility Operations

Attn: Elizabeth Ochoa

431 The City Drive South

Orange, CA 92868

Or email at: FacilitiesOperations@ocsd.org

9. **Payment (Electronic Funds Transfer (EFT))**

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in the bid. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. **Year End and Final Invoices**

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS
EXHIBIT I**

This data shall be transmitted to governmental agencies charged with the establishment and enforcement of child support order and for no other purposes and shall be held confidential by those agencies.

A. In the case of an individual Vendor, his/her name, date of birth, Social Security number, and residence address:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

B. In the case of a Vendor 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:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)

County Use Only	
Department Name	
DPA Name	
Email Address	
Phone Number	

EXHIBIT 2

TOOL CONTROL POLICY Orange County Sheriff's Department

Tool Control Guidelines for Contractors Working in Correctional Facilities

The Orange County Sheriff's Department has implemented a Tool Control Program at all jail facilities. The purpose of the program is to increase the safety at the facilities by keeping dangerous tools out of the hands of inmates. All contractors entering one of these facilities will be required to comply with the program requirements. The security staff at these facilities will make every effort to minimize any inconvenience caused by this program. We are providing you these guidelines so you can prepare the necessary documentation in advance to minimize any delay entering the facility.

All contractors performing work inside the security area of the facilities will be required to have their tools inventoried upon entry to, and exit from the facility.

Instructions for persons entering the facility:

- Complete the attached inventory form listing all of the tools you will need to take inside (preferably prior to arrival at the facility). Limiting the number of tools needed, will speed your entry and departure.
- Present the written inventory at the entrance to the facility at which you are working.
- A member of the security staff will compare the tools you are taking into the facility to your written inventory and return the form to you after signing it.
- A member of the security staff will repeat the inventory on your way out of the building to make sure you have not left any tools at the job site.
- The security staff will retain the original inventory, but will make you a copy if you need one.
- Contractors performing regular work at these facilities should prepare advance inventories for each toolbox with a few blank lines at the bottom and store the inventories on a computer. When you need to come to a facility, you can print the appropriate pages to take with you and handwrite any additional special tools at the bottom.
- If needed, you will be allowed entry to the facility to look at the work to be done prior to determining what tools you will need to minimize the number of tools subject to the inventory requirement.

Instructions for vehicles entering the facility:

- All vehicles entering the secured parking area of any correctional facility operated by the Orange County Sheriff's Department will be subject to search and will be logged in and out at the gate.
- Vehicles entering the Intake Release Center or Theo Lacy Facility will not need to have the tools inventoried. You will only need to inventory the tools to be carried inside the facility.
- Vehicles entering the James A. Musick Facility will need to be inventoried prior to entering and exiting the facility.

Contact Information if you have questions about this policy or need more information:

James A. Musick Facility • (949) 855-7777
Intake Release Center • (714) 647-6120
Theo Lacy Facility • (714) 935-6216

JOB TOOL INVENTORY LIST

Date: _____ Name: _____ WO# _____

*Security staff must initial and write down their badge number for both the in and out inventory.

Tool / Id #	In	Out
1)	<input type="checkbox"/>	<input type="checkbox"/>
2)	<input type="checkbox"/>	<input type="checkbox"/>
3)	<input type="checkbox"/>	<input type="checkbox"/>
4)	<input type="checkbox"/>	<input type="checkbox"/>
5)	<input type="checkbox"/>	<input type="checkbox"/>
6)	<input type="checkbox"/>	<input type="checkbox"/>
7)	<input type="checkbox"/>	<input type="checkbox"/>
8)	<input type="checkbox"/>	<input type="checkbox"/>
9)	<input type="checkbox"/>	<input type="checkbox"/>
10)	<input type="checkbox"/>	<input type="checkbox"/>
11)	<input type="checkbox"/>	<input type="checkbox"/>
12)	<input type="checkbox"/>	<input type="checkbox"/>
13)	<input type="checkbox"/>	<input type="checkbox"/>
14)	<input type="checkbox"/>	<input type="checkbox"/>
15)	<input type="checkbox"/>	<input type="checkbox"/>
16)	<input type="checkbox"/>	<input type="checkbox"/>
17)	<input type="checkbox"/>	<input type="checkbox"/>
18)	<input type="checkbox"/>	<input type="checkbox"/>
19)	<input type="checkbox"/>	<input type="checkbox"/>
20)	<input type="checkbox"/>	<input type="checkbox"/>
21)	<input type="checkbox"/>	<input type="checkbox"/>
22)	<input type="checkbox"/>	<input type="checkbox"/>
23)	<input type="checkbox"/>	<input type="checkbox"/>
24)	<input type="checkbox"/>	<input type="checkbox"/>
25)	<input type="checkbox"/>	<input type="checkbox"/>
26)	<input type="checkbox"/>	<input type="checkbox"/>
27)	<input type="checkbox"/>	<input type="checkbox"/>
28)	<input type="checkbox"/>	<input type="checkbox"/>

