

# Multiple Award Contract

Vendor 1



**REGIONAL COOPERATIVE AGREEMENT  
CONTRACT RCA-017-22010018  
BETWEEN  
THE COUNTY OF ORANGE  
AND  
RAY CARMODY DBA CARMODY CONSTRUCTION COMPANY  
FOR  
GENERAL MAINTENANCE SERVICES**

THIS Contract **RCA-017-22010018** for General Maintenance Services (“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, (“County”) and Ray Carmody DBA Carmody Construction Company, with a place of business at 1240 Birch Tree Ct., La Habra, CA 90631 (“Contractor”), with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties”.

**ATTACHMENTS**

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

Attachment A – Scope of Work  
Attachment B – Compensation and Pricing

**RECITALS**

**WHEREAS**, County solicited via a Request for Proposal (“RFP”) for General Maintenance Services; and

**WHEREAS**, Contractor responded to RFP and represented that Contractor is qualified to provide General Maintenance Services to County; and

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

**WHEREAS**, Contractor agrees to accept payment based on the pricing set forth in Compensation and Pricing, attached hereto as Attachment B and incorporated herein; and

**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, including Attachments which are attached hereto and incorporated herein by this reference, 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. 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, the price stated in Attachment B 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 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 scope of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. 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 pursuant to Attachment B after County's 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 County Indemnitees, 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, 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 and 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 prior written consent of County. Contractor shall provide County no less than sixty (60) calendar days' written notification of its intent to assign, sell, delegate or otherwise dispose of the rights and obligations of this Contract. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express prior written consent of County shall be void and invalid and shall constitute a material breach of this Contract.

- J. Non-Discrimination:** In the performance of this Contract, Contractor must 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 and those set forth in this Contract, County has the right to immediately terminate this Contract without penalty for cause or after thirty (30) calendar days' written notice without cause, unless otherwise specified. Cause shall include, but not be limited to, any material breach of contract, any misrepresentation or fraud on the part of Contractor, and any assignment, subcontracting or change of ownership without County's express prior written consent. County's decision to exercise the right to terminate the Contract shall relieve County of all further obligations under this Contract. The Parties may mutually terminate this Contract by written agreement at any time. The rights, obligation, and conditions, that by their express terms or nature and context are intended to survive the termination or expiration of this Contract, survive any termination or expiration of this Contract.
- L. Consent to Breach Not Waiver:** Any action or inaction by County or failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to enforce any right or provision contained herein shall not be construed as a waiver or relinquishment by County of its rights hereunder and shall not prevent County from enforcing such provision or right on any future occasion. Further, no term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent is 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:** 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 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 Provision:** Prior to the provision of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy 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 County during the entire term of this Contract.

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 SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by 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 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 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 Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

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

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer 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 Contractor shall provide the minimum limits and coverage as set forth below:

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

**Required Coverage Forms**

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

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

**Required Endorsements**

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that 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) calendar days of any policy cancellation and ten (10) calendar 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 County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 Policy).

Insurance certificates should be emailed to **[CEOCPOInsurance@ocgov.com](mailto:CEOCPOInsurance@ocgov.com)**.

Certificate Holder must state:

County of Orange

c/o: CEO/County Procurement Office

Attn: Insurance

1300 S. Grand Ave., Ste. A, 2<sup>nd</sup> Floor, Santa Ana, CA 92705-4434

If Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/County Procurement Office 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) calendar 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 County's express prior written consent.
- Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and 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 County.

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

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

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

- R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract to the extent such delay is caused by any act of God, war, civil disorder, employment strike or other cause beyond Contractor's 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 itself of any available remedies to end the delay and minimize the effects of such delay. County may terminate this Contract by written notice to Contractor if the delay continues substantially uninterrupted for a period of five (5) business days or more.
- S. Confidentiality:** Contractor must 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, 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:** Intentionally Omitted.
- 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 its 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 has been represented by experienced and knowledgeable independent legal counsel of its 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 it has 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:** Contractor warrants that it is and will remain in full compliance 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.
- 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 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 must 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 must include in each subcontract 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 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:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach seventy-five percent (75%) of the dollar limit on the Contract. County is not responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

#### **ADDITIONAL TERMS AND CONDITIONS**

- 1. Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which Contractor will provide General Maintenance Services as described in Attachment A, Scope of Work, under a fixed price Contract, as set forth herein.
- 2. Term of Contract:** This Contract shall commence on December 13, 2021 and shall continue for five (5) calendar years from that date, unless otherwise terminated by County.
- 3. Bonds:** Contractor shall possess sufficient bonding for any projects performed pursuant to this Contract and shall meet all risk and liability insurance requirements.

**a. Payment and Performance Bonds:**

Except for a subordinate contract with an overall value of \$25,000 or less, Contractor must furnish, at the time of signing the subordinate contract, one surety bond to protect the laborers and materialmen in accordance with Section 9554 of the Civil Code and one surety bond guaranteeing the faithful performance of the subordinate contract, each in the amount of \$250,000 or the value of the subordinate contract, whichever is greater. If the value of the subordinate contract is increased beyond the amount of such bonds, Contractor must furnish, at the time of signing the amendment and in a manner acceptable to County, new bonds in the amount of the new total value of the subordinate contract or new bonds in the amount of the increase in value of the subordinate contract. County may waive, in its sole discretion, this bond requirement to the extent permitted by law.

Contractor is not entitled to, nor shall County authorize, a subordinate contract or an amendment to a subordinate contract with a total value that exceeds the bond values for which County is an obligee. Said bonds must be approved by the Office of the County Counsel and the County Executive Office of Orange County. Such bonds must be on the forms provided with this Contract and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California). (e.g.; if the bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)

The faithful performance bond shall be issued by a Surety company with a minimum insurance rating of A- (Secure Best's Rating) and VII (Financial Size Category) as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com. The Surety Company must also be authorized to write in California by the Department of the Treasury and must be listed on the most current edition of the Department of Treasury's Listing of Approved Securities.

If any surety upon any bond furnished in connection with the subordinate contract becomes unacceptable to County, or if any such surety fails to furnish reports as to its financial conditions from time to time as requested by County, Contractor shall promptly furnish such additional security as may be required by County or the Board of Supervisors from time to time to protect the interests of County and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

The payment and performance bonds must each be issued by a surety that: (i) is authorized by the California Insurance Commissioner to transact surety insurance in the State of California; (ii) has assets exceeding its liabilities in an amount equal to or in excess of the amount of the bonds; and (iii) acts in compliance with Insurance Code Section 12090.

The payment and performance bonds shall be in the form provided with this Contract and are subject to approval by County.

**b. County's Right to Replace Surety:**

If any surety upon any bond furnished in connection with a subordinate contract becomes objectionable to County and fails to submit to County the documents described in California Code of Civil Procedure Sections 995.660(a) (1) through (a) (4) within the time specified in those Sections, then Contractor must promptly furnish such additional security as may be required by County to protect the interests of County and of persons entitled to make a claim against the bond. Failure to furnish such additional security shall constitute a material breach of the subordinate contract and County may terminate the subordinate contract immediately for cause pursuant to Paragraph K, Termination.

- 4. Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event, County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, do any of the following:
  - a.** Afford 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.
  - b.** Discontinue payment to Contractor for and during the period in which Contractor is in breach and offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the breach.
  - c.** Terminate the Contract for cause immediately without penalty pursuant to Paragraph K, Termination.
- 5. 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.
- 6. Conflict of Interest:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
- 7. Conditions Affecting Work:** Contractor is 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 Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. 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 during or prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract and the Contract expressly provides that County assumes the responsibility.
- 8. Contingent Fees:** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of Contractor or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

For breach or violation of this warranty, County has the right to immediately terminate this Contract for cause in accordance with Paragraph K, Termination, and, at its sole discretion, to deduct from the

Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from Contractor.

9. **Contractor's Expense:** Contractor is 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. County will not provide free parking for any service in the County Civic Center.
10. **Contractor's Project Manager:** Contractor's Project Manager, as specified in Paragraph 28, Notices, will direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld. Contractor's Project Manager and key personnel shall be assigned for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines.
11. **County's Project Manager:** County's Project Manager, as specified in Paragraph 28, Notices, will act as liaison between County and Contractor during the term of this Contract.

County's Project Manager has the right, in its sole discretion, to require the removal and replacement of Contractor's Project Manager and Contractor personnel 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 of Contractor's Project Manager and Contractor personnel within three (3) calendar days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld. County is not required to provide any information, reason or rationale in the event it requires the removal of Contractor's Project Manager or Contractor personnel.

12. **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 consent from the County of Orange DPA.

Contractor and Contractor's subcontractor(s) also must comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

13. **Contractor Personnel – Reference Checks:** 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.
14. **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 regulations and laws.
15. **Contractor Personnel – Uniform/Badges/Identification:** 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 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) calendar 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) calendar days prior to any changes in this procedure.

16. **County of Orange Disabled Veteran Business Enterprise Preference Requirements:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.
17. **County of Orange Local Small Business Preference Requirements:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
18. **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 prior written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
19. **Default – Reprourement Costs:** In case of Contract breach by Contractor, resulting in termination by County, 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 County the difference between the Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by 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.
20. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor must:
  - a. 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).
  - b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
    1. The dangers of drug abuse in the workplace;
    2. The organization’s policy of maintaining a drug-free workplace;
    3. Any available counseling, rehabilitation and employee assistance programs; and
    4. Penalties that may be imposed upon employees for drug abuse violations.
  - a. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
    1. Will receive a copy of the company’s drug-free policy statement; and
    2. 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 Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

- b. Contractor has made false certification, or
  - c. Contractor violates the certification by failing to carry out the requirements as noted above.
21. **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 Purchasing Agent by way of the following process:
    1. Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to,

or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.

2. 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 that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor must diligently proceed with the provision of services under this Contract. 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) calendar days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this paragraph shall be construed as affecting County's right to terminate the Contract for cause or for convenience as provided in Paragraph K, Termination.

22. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, this Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing in Attachment B shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from 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 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, prior to submission to County. Contractor agrees that County review is discretionary and Contractor shall not assume that County will discover errors and/or omissions. If 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 County or others discover errors or omissions in the reports, files or other written documents submitted by 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 County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
24. **Equal Employment Opportunity:** 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. 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, 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. 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. 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. Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County has the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 26. Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 27. News/Information Release:** Contractor shall not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and written consent of said news media contact from County through County DPA. Any requests for interviews or information received by the media should be referred directly to County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from County.
- 28. Notices:** Any and all notices, request, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (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: Ray Carmody DBA Carmody Construction Company  
Attn: Kevin Rutz, Project Manager  
1240 Birch Tree Ct.  
La Habra, CA 90631  
Phone: 714-785-8799  
Email: [carmodyconst@aol.com](mailto:carmodyconst@aol.com)

County: County of Orange  
County Executive Office/County Procurement Office  
Attn: Ruben Aguilar, County DPA  
1300 S. Grand Ave., Bldg. A, 2<sup>nd</sup> Floor  
Santa Ana, CA 92705-4434

- 29. Ownership of Documents:** 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 County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.
- 30. 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.
- 31. Prevailing Wage (Labor Code §1773 et seq.):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, 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>. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. Contractor and its subcontractor(s) shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

Contractor and its subcontractor(s) shall be subject to a penalty in an amount up to \$200, or a higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Contract by Contractor or subcontractor(s) in violation of the provisions of this Contract.

Contractor and its subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract. Contractor and subcontractors shall comply with Section 1777.6 which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077.

- 32. Price Increase/Decrease:** No price increases will be permitted during the initial term of the Contract. County requires documented proof of cost increases on contracts prior to any price adjustment. A minimum of thirty (30) business days advance notice in writing is required to request such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. 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 Contractor's profit are not allowed.
- 33. Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbol for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.
- 34. Publication:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic artwork, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without County's express prior written consent, except as necessary for the performance of the services of this Contract. All press contacts,

including graphic display information to be published in newspapers, magazines, etc., are to be administered by County or only after County approval.

- 35. Regional 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 are responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor must include in any contract entered into with another agency or entity that uses the terms and pricing of this Contract, a contract provision that states Contractor 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. Any contract that attempts to use the terms and pricing of this Contract without this contract provision is not permitted under this Contract. Further, the failure to include the contract provision will be considered a material breach of this Contract and grounds for County to immediately terminate the Contract for cause. The cooperative entities using this Contract are responsible for obtaining all certificates of insurance and bonds required. 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.

Contractor is 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 County, at County's request.

- 36. Registration of Contractors:** Contractor and its subcontractors must comply with the requirements of Labor Code Section 1771.1 (a), pertaining to registration of contractors pursuant to Section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.

- 37. Reports/Meetings:** Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. County's Project Manager and Contractor's Project Manager shall meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.

- 38. Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to subcontract any performance of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

In the event that Contractor is authorized by 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. County shall look to 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.

- 39. Security Requirements:** Upon request by County department, Contractor shall with the respect to all employees of Contractor performing services hereunder:
- a. Perform background checks as to past employment history, Contractor may not rely on County's background security clearance as set forth in Paragraph 40, Background Clearance.
  - b. Inquire as to past criminal felony convictions.
  - c. Ascertain that those employees who are required to drive in the course of performing services hereunder have a valid California driver's license and no DUI convictions within two (2) years prior to commencement of services hereunder.

- 40. Background Clearance:** Upon request by County department, at least thirty (30) calendar days prior to the start of the Contract, or as soon as possible thereafter, Contractor shall email a list of current employees who will be assigned to perform services under this Contract to the corresponding department

Project Manager so that the department can conduct background investigations of those assigned employees as required by this Contract. While clearance may be denied for many reasons based on information obtained in a background investigation, an omission of false statement made by the employee, regardless of the nature of magnitude of the omission or false statement, may also be ground for denying clearance.

41. **Termination – Orderly:** If County terminates this Contract, Contractor may submit to County a termination claim, if applicable, after receipt of the termination notice. Contractor’s claim must be submitted promptly, but in no event later than sixty (60) calendar days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. County agrees to pay Contractor for all services satisfactorily performed prior to the effective date of the termination that meet the requirements of the Contract according to the compensation provisions contained in this Contract; provided, however, that such compensation combined with previously paid compensation must not exceed the total compensation set forth in this Contract. Upon termination or other expiration of this Contract, each party must promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution and performance of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
42. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon past usage. Contractor agrees to supply services requested, as needed by County, at rates/prices listed in the Contract, regardless of quantity requested.
43. **Usage Reports:** 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 ninety (90) calendar days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
44. **Licenses and Standards:** Contractor and Contractor’s staff must possess all licenses, permits, and accreditations required by the laws of the United States, the State of California, and all other governmental agencies, and such licenses must be current, and in good standing. It shall be the responsibility and at the expense of Contractor and Contractor’s staff to procure and maintain all required licenses, permits, and accreditations throughout the term of the Contract.
45. **Material Safety Data Sheets (MSDS):** Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to County under this Contract. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by Contractor to County. The provision of the MSDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDSs for each substance must be sent to the place of shipment or provision of goods/services and must also be sent to:

County of Orange  
CEO/Risk Management  
Attn: Safety and Loss Prevention Program  
PO Box 327  
Santa Ana, CA 92702
46. **Waivers:** County reserves the right to waive at its discretion any irregularities or informalities which County deems correctable or otherwise not warranting rejection of a bid or proposal. Failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or options on any future occasion.
47. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.

- 48. Apprenticeship requirements:** Contractor must familiarize itself with the provisions of Section 1777.5 of the Labor Code regarding employment of apprentices. Contractor and its subcontractors must comply with the provisions of Labor Code Section 1777.5 and any other applicable laws or regulations, including but not limited to, 8 California Code of Regulations, Section 230.1(A), pertaining to apprentices. Section 1777.5 shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

Contractor and its subcontractors must comply with Section 1777.6 of the Labor Code which stipulates that an employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of the Labor Code and Section 12940 of the Government Code.

- 49. Hazardous Conditions:** Whenever Contractor's operations create a condition hazardous to traffic or to the public, Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to County. Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 6 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

**SIGNATURE PAGE FOLLOWS**



**ATTACHMENT A  
SCOPE OF WORK**

**I. INTRODUCTION**

This Contract is for General Maintenance Services at various locations and facilities throughout the County of Orange that **are not a public project as defined in Public Contract Code, Section 22002(c)**. Contractor shall furnish all staffing, labor, equipment, materials and incidentals required for General Maintenance Services. Services shall be provided on an as-needed basis as required by County Departments.

**II. DEFINITIONS**

- A. Contractor Performance Evaluation:** Evaluation to be completed by County department after each project completed by Contractor. Evaluations will be sent to the assigned buyer at County and be utilized to monitor performance issues.
- B. Maintenance Work:** Maintenance work in this Contract consists exclusively of: routine, recurring, and usual work for the preservation or protection of any County owned or operated facility for its intended purpose; minor repainting; resurfacing of streets and highways at less than one inch; servicing of irrigation and sprinkler systems; and work performed to keep, operate and maintain County owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.
- C. Specialized Equipment Rental:** Heavy equipment, such as a scissor lift or boom lift that requires rental services.
- D. Work Authorization:** Project(s) must be reviewed/approved by County department Project Manager/Coordinator. Project(s) shall include Contractor information, project details, description, materials, rentals, project classifications and approvals.
- E. ASB – Asbestos Certification** – No contractor shall engage in asbestos-related work, as defined in Section 6501.8 of the Labor Code, which involved 100 square feet or more of surface area of asbestos containing materials, unless the qualifier for the license passes an asbestos certification examination. Additional updated certification examination shall be made by Contractors’ State License Board, in consultation with the Division of Occupational Safety and Health in the Department of Industrial Relations and the State Department of Health Services. No asbestos certification examination shall be required for contractors involved with the installation, maintenance, and repair of asbestos cement pipe or sheets, vinyl asbestos floor materials, or asbestos bituminous or resinous materials.
- F. Carpentry – Requires C5/C6 License**
- 1) **Cabinet, Millwork and Finish Carpentry Contractor (C-6)** –Makes cabinets, cases, sashes, door, trims, nonbearing partitions and other items of “finish carpentry” by cutting, surfacing, joining, gluing and fabricating wood or other products to provide a functional surface. This contractor also places, erects, and finishes such cabinets and millwork in structures.
  - 2) **Framing and Rough Carpentry Contractor (C-5)** – Performs any form work, framing or rough carpentry necessary to construct frames structures; installs or repairs individual components of framing systems and performs any rough carpentry or associated work, including but not limited to the construction or installation of: sub-flooring, siding, exterior staircases and railings, overhead doors, roof decking, truss members, and sheathing.

- G. Carpentry Helper** - Works directly with skilled Journeyman Carpenter in carrying out assigned construction and maintenance carpentry tasks.
- H. Ceramic and Mosaic Tile Contractor** – Requires a C54 License. Prepares surfaces as necessary and installs glazed wall, ceramic, mosaic, quarry, paver, faience, glass mosaic and stone tiles thin tile that resembles full brick, natural or simulated stone slabs for bathtubs, showers and horizontal surfaces inside of buildings, or any tile units set in the traditional or innovative tile methods, excluded hollow or structural partition tile.
- I. Concrete Contractor** – Requires C8 License. Forms, pours, places, finishes and installs specified mass, pavement, flat and other concrete work; and places and sets screeds for pavements or flatwork. This class shall not include contractors whose sole contracting business is the application of plaster coatings or the placing and erecting of steel or bars for the reinforcing of mass, pavement, flat and other concrete work.
- J. Laborer** – Works directly with skilled craft workers in carrying out assigned maintenance and repair tasks.
- K. Drywall Contractor** – Requires C9 License. Lays out and installs gypsum wall board assemblies including nonstructural metal framing members, and performs the taping and texturing operations including the application of compounds that adhere to wall board to produce a continuous smooth or textured surface.
- L. Electrical Contractor**- Requires C10 License. Places, erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electrical energy in any form or for any purpose.
- M. Electrician Helper** - Works directly with skilled Electrician in carrying out assigned construction and maintenance electrician tasks.
- N. Fencing Contractor** – Requires C13 License. Constructs, erects, alters, or repairs all types of fences, corrals, runs, railing, cribs, game court enclosures, guard rails and barriers, playground game equipment, backstops, posts, flagpoles, and gates, excluding masonry walls.
- O. Flooring and Floor Covering Contractor** – Requires C15 License. Prepares any surface for the installation of flooring and floor coverings, and installs carpet, resilient sheet goods, resilient tile, wood floors and flooring (including the finishing and repairing thereof), and any other materials established as flooring and floor covering material, except ceramic tile.
- P. Glazing Contractor** – Requires C17 License. Selects, cuts, assembles all makes and kinds of glass, glass work, mirrored glass, and glass substitute materials for glazing; executes the fabrication and glazing of frames, panels, sashes and doors; and/or installs these items in any structure.
- Q. HVAC (Warm-Air Heating, Ventilating and Air-Conditioning) Contractor** - Requires C20 License. Maintains services and repairs warm-air heating systems and water heating heat pumps, complete with warm-air appliances; ventilating systems complete with blowers and plenum chambers; air-conditioning systems complete with air-conditioning unit; and the ducts, registers, flues, humidity and thermostatic controls and air filters in connection with any of these systems. This classification shall include warm-air heating, ventilating and air-conditioning systems which utilize solar energy.

- R. Insulation and Acoustical Contractor** – Requires C2 License. Replaces any insulating media and preformed architectural acoustical materials for the purpose of temperature and/or sound control.
- S. Lock and Security Equipment Contractor\*** – Requires C28 License. Evaluates, sets-up, installs, and repairs all doors and door assemblies, gates, locks and locking devices, panic and fire rated exit devices, manual and automatic operated gate and door closures and releases, jail and prison locking devices and permanently installed or build in safes and vaults. \*This classification shall only be utilized in conjunction with other general construction trades during the course of this Contract.
- T. Masonry Contractor** – Requires C29 License. Installs concrete units and baked clay products; concrete, glass and clay block; natural and manufactured stone; terra cotta; and fire brick or other material for refractory work. This classification includes the fabrication and installation of masonry component units for structural load bearing and non-load bearing walls for structures and fences installed with or without mortar; ceramic veneer (not tile) and thin brick that resembles full brick for facing; paving; and clear waterproofing, cleaning and caulking incidental to masonry construction.
- U. Painting and Decorating Contractor** – Requires C33 License. Prepares by scraping, sandblasting or other means and applies any of the following: painting, papers, textures, fabrics, pigments, oils, turpentine, japans, driers, thinners, varnishes, shellacs, stains, fillers, waxes, adhesives, water and any other vehicles, mediums and materials which adhere by evaporation and may be mixed, used and applied to the surfaces of structures and the appurtenances thereto for purposes of decorating, protecting, fireproofing and waterproofing.
- V. Plumbing Contractor** – Requires C36 License. Provides a means for a supply of safe water, ample in volume and of suitable temperature for the purpose intended and the proper disposal of fluid waste from the premises in all structures and fixed works. These classifications include but are not limited to:
- 1) Complete removal of waste from the premises or the construction and connection of on-site disposal systems;
  - 2) Piping, storage tanks and venting for a safe and adequate supply of gases and liquids for any purpose, including vacuum, compressed air and gases for medical, dental and commercial and industrial uses;
  - 3) All gas appliances, flues and gas connections for all systems including suspended space heating units. This does not include forced warm air units;
  - 4) Water and gas piping from the property owner's side of the utility meter to the structure or fixed works;
  - 5) Installation of any type of equipment to heat water, or fluids, to a temperature suitable for the purposes listed in this section, including the installation of solar equipment for this purpose; and
  - 6) The maintenance and replacement of all items described above and all health and safety devices such as, but not limited to, gas earthquake valves, gas control valves, back flow preventers, water conditioning equipment and regulating valves.
- W. Refrigeration Contractor** – Requires C38 License. Constructs, fabricates, erects, installs, maintains services and repairs refrigerated rooms, and insulated refrigerated spaces, temperature

insulation, air-conditioning units, ducts, blowers, registers, humidity and thermostatic controls for the control of air, liquid, and/or gas temperatures below fifty degrees Fahrenheit (50), or ten degrees Celsius (10).

- X. **Roofing Contractor** – Requires C39 License. Installs products and repairs surfaces that seal, waterproof, and weatherproof structures. This work is performed to prevent water or its derivatives, compounds or solids from penetrating such protection and gaining access to material or space beyond. In the course of this work, the contractor examines and/or prepares surfaces and uses the following material: asphalt, pitch, tar, felt, glass fabric, urethane foam, metal roofing systems, flax, shakes, shingles, roof tile, slate or any other roofing, waterproofing, weatherproofing or membrane materials(s) or a combination thereof.
- Y. **Solar Contractor** – Requires C46 License. A solar contractor installs, modifies, maintains, and repairs thermal, photovoltaic solar energy systems.
- Z. **Welding Contractor** – Requires C60 License. Causes metals to become permanently attached, joined and fabricated by the use of gases and electrical energy, which creates temperatures of sufficient heat to perform this work.

### III. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide General Maintenance Services **that do not constitute a public project as defined in Public Contract Code, Section 22002(c)**, as requested by County.
- B. Contractor shall perform all the work including supervision, administration services, supplies, tools, routine equipment, permits, work drawings, transportation, coordination of all subcontractors, tests, inspections, and other services that are necessary and/or appropriate for the finishing, equipping and functioning of the facilities and structures, together with all additional, collateral and incidental work and services required for completion of the work.
- C. Contractor shall arrive at the project site as scheduled.
- D. Contractor shall ensure that all the facilities are kept in good operating order and that downtime is minimized.
- E. Contractor shall maintain a telephone answering system, which, at a minimum, provides eight (8) hour a day, five (5) weekday live coverage, and ensures the ability to contact higher management for evening and weekend projects.
- F. Contractor shall respond to all requests for non-emergency service within twenty-four (24) hours or next business days of the service request.
- G. Contractor shall provide and maintain a telephone answering system with a twenty-four (24) hour, seven-day per week service capable of contacting and dispatching service personnel.
- H. Contractor shall respond to all emergency requests for service within one (1) hour unless a longer response time is specified.
- I. Contractor's staff shall consist of experienced and licensed personnel at all times.
- J. All work shall be performed in a skillful and workmanlike manner. All services shall be performed in accordance with the most current codes, and all applicable trade, federal, state and local laws, ordinances, rules and regulations, including but not limited to laws applicable to the services at the time services are provided to and accepted by County.

- K.** Contractor shall warrant all labor, equipment, parts and materials incorporated into this work for a period of one (1) year from the date of acceptance.
- L.** Contractors and its subcontractors assigned to a particular job shall have current licenses in their respective trades, crafts, or professions by the state of California or local authority that require licenses in those jurisdictions.
- M.** As part of the work, Contractor shall furnish and assume full responsibility for everything required for orderly progress and proper execution and completion of the work, whether temporary or permanent and whether or not incorporate into the work including, but not limited to, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, transportation, telephone, water, sanitary facilities, temporary facilities, utilities and all other facilities and incidentals.
- N.** Any drawings, survey data, reports, studies, specifications, estimates, maps, computations, and other documents required to be prepared by Contractor for the project shall be the property of County.
- O.** Contractor and its subcontractors shall maintain for a minimum of four (4) years after the completion of the Contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Contract.
- P.** County and Contractor discussions regarding contract or performance related issues under this Contract are not billable hours.

**IV. RE-PAINTING GENERAL REQUIREMENTS**

- A.** Contractor shall not use asbestos or lead containing materials. If the use of any such materials is discovered, either during performance of the work or at any time following performance, Contractor shall be liable for the full cost of removal, disposal and all consequential damages.
- B.** Contractor shall not allow any wash down to run into any County facility drain or any County or City storm drain facility. Any wash down or rinsing of equipment shall be totally contained by Contractor and disposed of off-site in a manner described by current law. If County or its representatives detects run-off caused by Contractor, Contractor shall halt all work and remove all visible run-off from the affected drains(s). Prior to resumption of the work, Contractor shall submit to County's Project Manager/Coordinator, in writing, proposed engineering controls to prevent further storm drain run-off. County's Project Manager/Coordinator or designee shall evaluate the proposed method. County may reject the proposed engineering controls if it does not believe they are adequate. Storm drain run-off control shall not alter the completion of the project.
- C.** Contractor shall have lead awareness training.
- D.** Contractor shall treat lead containing surfaces, run-off and materials removed in accordance with all applicable State, Local and Federal regulations and requirements during the removal, disposal or treatment of lead-based finishes. Hazardous waste removal shall conform to applicable regulations.
- E.** Contractor shall provide certification and verification of workforce where required by law. Manifest forms must be signed and completed in compliance with County standards and filed with County. If unexpected, hazardous lead-containing surfaces are encountered, Contractor and County shall address the problem in a good faith effort to complete the project. Contractor is

expected to be knowledgeable in lead-related painted surfaces and related issues. Contractor shall not claim lack of knowledge of these materials or issues, as inspection of the site prior to submittal of the time and material quotation is mandatory.

- F.** Contractor shall take all steps necessary to minimize the amount of loose paint chips generated. When disturbing paint with detectable amounts of lead, any chips generated shall be collected by Contractor and disposed of as hazardous waste.
- G.** Contractor shall eliminate creation of visible dust while working on painted services. If at any time, Contractor's work practices generate detectable dust associated with painted surfaces, Contractor shall halt work and modify work practices, through employment of any necessary engineering controls, to eliminate dust generation. Engineering controls and modification to work practices necessary to eliminate dust generation shall not impact the cost of the Contract nor increase Contractor's time of completion.
- H.** Contractor shall paint all exposed surfaces of the building exterior including, but not limited to:
- I.** Electrical and fire-hose cabinets and other miscellaneous site items.
- J.** Grills and registers.
- K.** Exposed pipes, conduits, ducts and equipment including insulated or galvanized, and supports of hanging devices.
- L.** Exposed metal drywall grounds, casings, beads, dividers, moldings, etc.
- M.** Sheet metal flashing and all other miscellaneous steel and gates.
- N.** Metal stairs, ladders, railing and brackets.
- O.** Access panels, louvers (indoors and otherwise) and other metal and sheet metal.
- P.** Surfaces visible through grills, vents, louvers, etc. Grills vents, louvers, etc., shall be properly removed (as necessary), prior to painting inner surfaces and properly replaced afterwards.
- Q.** Rainwater downspouts and associated metal. Downspouts shall be removed prior to painting of adjacent structure. Paint and reinstall after structure and downspouts are re-coated and dry.
- R.** Awnings and supports.
- S.** Wrap corners (edges) of doors on three sides of the door. Painting shall be done early in the work shift at a time that will allow the door to be closed and secured, prior to the end of the work shift.
- T.** Contractor shall not paint the following surfaces, unless explicitly instructed to do so:
  - 1) Wall and ceiling surfaces permanently concealed from view.
  - 2) Factory-finished equipment, partitions, and other products, unless specifically designated or otherwise specified.
  - 3) Finish hardware, weather stripping and gaskets.
  - 4) Metals such as stainless steel, bronze, copper, aluminum (unpainted or anodized), and chromium plate.

- 5) Plumbing fixtures and porcelain or baked enamel panels.
  - 6) Glass, laminated plastic, ceramic tile, glazed block, resilient flooring, roofing surfaces and floors.
  - 7) Concealed ducts, conduits and pipes.
  - 8) Fire rating labels, fusible links, and sprinkler heads.
  - 9) Nameplates
- U. Contractor shall be responsible for, but not limited to, the following regarding samples and approval of final colors:
- 1) Color samples: Submit two (2) color selection “fans” for each type of product (i.e., opaque paint, transparent stain, etc.), containing complete range of colors available, including bright or deep colors.
  - 2) Small Brush-Out Samples: For each finishing product scheduled, submit samples eight-inch (8”) x ten inch (10”) in size, illustrating range of colors and textures selected by Project Manager/Coordinator.
  - 3) Resubmit samples and brush-outs until required sheen color and texture is achieved.
  - 4) Paint standard: Project Manager/Coordinator shall select a surface for each type of finish to receive typical painting. Notify Project Manager/Coordinator three (3) days prior to completion of panel samples. Exterior brush-out test area shall be a minimum of ten feet (10’) by 10 feet (10’), unless designated otherwise. The same light levels, type, intensity and color, as the permanent lights must be provided for sample viewing. The test area selected to receive typical painting will become the standard for the remainder of the work.
- V. Label and identify each sample as to location and application.
- W. Project Manager/Coordinator shall approve color samples and direct changes. Colors shall not be applied until County has indicated final approval in writing.
- X. Approval of samples for color and texture shall in no way waive material quality requirements.
- Y. Contractor shall be responsible for, but not limited to, the following regarding delivery and storage:
- 1) Deliver materials to site in original unbroken package bearing brand, type and number of paint or material, plus color schedule reference number.
  - 2) Keep all paint material, tools, etc., in clean, dry, well-ventilated storage place with enough room for storing, preparing and mixing the materials.
  - 3) Keep all paint material away from heat, sparks, flame, and direct rays of sunshine. Maintain storage areas free from fire hazard. Perform no mixing in the building.
  - 4) Only one (1) day’s use quantities are allowed in the secured work area.
  - 5) All materials shall be removed from the secured areas at the end of the work shift.

- Z.** Contractor shall be responsible for, but not limited to the following job conditions and environmental requirements:
- 1) Exterior paint is presumed to have detectable amounts of lead. Contractor is responsible for compliance with employee exposure regulations as a part of this Contract. Based on the presumption of lead in the paint, County will not collect any samples of the paint. Contractor may collect samples in an attempt to refute the presumption of lead in the paint at his own expense. Any sample collection must be approved by the Project Manager/Coordinator or designee in advance, and all laboratory results must be submitted to the Project Manager/Coordinator or designee. County reserves the right to confirm Contractor's testing with its own testing.
  - 2) Comply with manufacturer's recommendations under which paint and paint system is applied.
  - 3) Do not apply finish in areas where dust is being generated or in an area with open flames or welding activity.
  - 4) Apply no exterior paint of finish in rain, fog, mist or if relative humidity exceeds eighty-five percent (85%), or when temperature is below 50 degrees Fahrenheit (50F). Follow the manufacturer's recommendation for application time and weather conditions. Surfaces are to be painted only when they are free from moisture. Receiving surfaces shall be properly dry, i.e., to manufacturer's recommendation before receiving finish. Exterior paint coats shall not be applied during the time direct sunlight is anticipated to fall on a surface.
- AA.** Scaffolding and Protection: Provide barriers and post signs to protect painting work and to work caused by operations under this section. Furnish, maintain and remove apparatus and all drop clothes for protection of concrete, walks, drives, floors, pre-finished materials, building fixtures and similar surfaces.
- BB.** Contractor shall provide the following guarantee for all painting projects:
- 1) Colors on surfaces painted shall at the end of one (1) year remain free from fading.
  - 2) Paint shall have original adherence at the end of one (1) year with no evidence of blistering, running, peeling, scaling, chalking, streaking or stains.
  - 3) Washing with alkali-free soap and water shall remove surface dirt from painted surface without producing and deteriorating effects for one (1) year.
- CC.** Contractor shall be responsible for, but not limited to the following materials:
- 1) Materials selected for paint systems for each type of surface shall be the products of the same manufacturer. Contractor must provide County's Project Manager with the manufacturer and color code of materials used.
  - 2) Products shall be specified by the Project Manager/Coordinator. Equivalent products produced by another manufacturer, which have been documented to be equal, shall be approved in writing by the Project Manager/Coordinator. Contractor shall submit documentation to prove submitted products is of quality equal to or greater than specified. The Project Manager's decision is final. No reduction in specified paint quality shall be accepted. Note: All paints used shall be low VOC, water-based latex, semi-gloss, enamel or satin latex semi-gloss for interior surfaces.

- 3) Suitability of Specified Products and Installation: No claim by Contractor concerning the unsuitability of any material specified or Contractor's inability to produce work acceptable to the Project Manager/Coordinator shall be considered unless such claim is made in writing and is reviewed prior to times and materials quotation. Paint materials and equipment shall be compatible in use; finish coats shall be compatible with prime coats; tools and equipment shall be compatible with the coatings to be applied. Thinners, when used, shall be only those thinners recommended for that purpose by the manufacturer of the material to be thinned. Thinners shall be used away from ventilation equipment.
- 4) By submitting a time and material quotation, Contractor is verifying that the Contract Documents have been reviewed and accepts the specifications as sufficient to produce approved painting results. If Contractor contends that the materials or number of coats specified will not produce satisfactory results, Contractor shall notify the Project manager directly five (5) days prior to receipt of quotes for proper action. Caulk, back-up rods and miscellaneous fillers, shall be a material compatible with substrate finishes and recommended by paint manufacturer.

**V. PROJECT QUOTE/ESTIMATE OF WORK**

- A. Contractor shall complete project(s) based on time and materials listed in quote and/or estimate for each project including a clear description of the project which shall be inclusive of all administrative costs, report preparation, labor, parts, taxes, insurance, tools, routine equipment, transportation, etc., required to complete the work on time.
- B. Contractor shall provide an estimate of the number of hours required for each worker and their classification, and a list of parts and materials to be used.
- C. If Contractor cannot complete all work specified in the project estimate for the estimated cost, Contractor shall immediately contact the County Project Manager/Coordinator. County will not pay any amount in excess of project estimate without advance approval from County.

**VI. SAFETY REQUIREMENTS**

- A. Contractor shall take all reasonable precautions, as directed by County, or in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect County property and adjacent property. Damages to these properties caused by Contractor's negligence shall be repaired at no cost (both labor and material) to County.
- B. Contractor shall keep work areas clean and free from any debris at the completion of each workday. All debris shall be disposed of off-site by Contractor in accordance with all applicable codes, ordinances, and laws pertaining to the disposal of the material.
- C. Contractor is responsible for advising Contractor's employees of all environmental and hazardous materials handling laws and regulations and is also required to have and maintain Material Safety Data Sheets (MSDS) on all materials that are so required by State and Federal laws and/or regulations.
- D. Contractor shall furnish, erect and maintain all warning devices, i.e., barricades, cones, etc. as may be required to affect the construction project and ensure the safety of the public, and County and Contractor's workers.

**VII. EQUIPMENT, MATERIALS AND PERMITS**

- A. Contractor shall provide equipment, materials and permits required for completion of work.

- B. Contractor must provide copies of invoices for all reimbursable equipment, materials and permits.

**VIII. PERSONNEL**

- A. Contractor personnel shall be trained and licensed appropriately for the work performed. All work performed shall be in accordance with California State Health and Safety Codes and all other applicable laws. Fees associated with said licenses and permits are the sole responsibility of Contractor.
- B. Contractor is responsible for providing sufficient personnel to accomplish the work in the time indicated on the estimate. If work is not completed within that period of time and requires Contractor's payment of overtime, County shall not be liable for reimbursement of Contractor's overtime charges unless prior written approval is obtained. In addition, overtime shall not accrue due to Contractor's failure to provide personnel and equipment at the designated place and time.

**IX. SECURITY REQUIREMENTS**

- A. County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractor and its employees who perform services in these facilities will be required to follow strict operation policies. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.
- B. Contractor must provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, must pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by Contractor and approved by the Contract Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, Contractor will be notified that it has not complied with the terms of this Contract and is subject to Contract termination. The list of all Contractor personnel/employees working on County projects shall be submitted prior to award of this Contract.
- C. Contractor shall prepare and submit a Security Clearance form to the Contract Coordinator for all persons who will be working on or who will need access to secured facilities. Security Clearance forms shall be submitted within five (5) business days of the award of Contract prior to the start of work or prior to the use of any person subsequent to the start of work. Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
- D. Contractor staff must maintain a cleared status for the duration of the Contract.
- E. No person shall be employed on this work who has not received prior clearance from the Probation Department and/or Sheriff's Department.
- F. County, which includes the Probation Department and the Sheriff's Department, are not under any obligation to give a reason clearance is denied.
- G. Contractor must sign in with the Contract Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation), Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

**H.** Contractor must:

- 1) Not give names or addresses to internees.
- 2) Not receive any names or addresses from internees.
- 3) Not disclose the identity of any internee to anyone outside the facility.
- 4) Not give any materials to internees.
- 5) Not receive any materials from internees (including materials to be passed to another individual or internee).

***\*Failure to comply with requirements above is a criminal act and can result in prosecution.***

- I.** Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange if applicable.
- J.** “The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport”.
- K.** All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff’s Department Airport Detail Office for proper handling.
- L.** The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff’s Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.
- M.** All vehicles parked on-site shall be locked and thoroughly secured at all times. Keys are not to be left in the vehicle at any time for any reason.
- N.** All equipment and materials shall remain in Contractor possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff’s facilities.
- O.** Contractor staff must complete a tool inventory upon entering and leaving a secured jail facility.
- P.** Contractor personnel shall not smoke or use profanity or other inappropriate language while on-site.
- Q.** Contractor personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
- R.** Contractor personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

S. Contractor employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the Contract Coordinator unless otherwise directed and shall direct all inquiries or requests to the Contract Coordinator.

X. **LIABILITY FOR LOSS AND DAMAGES**

Any damages by Contractor to County's facility including equipment, furniture, materials or other County property will be repaired or replaced by Contractor to the satisfaction of County at no cost to County. County may, at its option, repair such damage and deduct the cost thereof from any sum due to Contractor under this Contract.

XI. **DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION**

A. DIR registration is required for general maintenance services when maintenance project is \$15,000 or above.

**ATTACHMENT B  
COMPENSATION AND PRICING**

**I. COMPENSATION**

This is fixed fee Contract between County and Contractor for General Maintenance Services as provided in Attachment A, Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, tax, shipping, freight, insurance requirements, 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 Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. County has no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with Paragraphs “C” – Amendments and “P” – Changes of County’s General Terms and Conditions, which may require approval by the County Board of Supervisors.

**II. PRICING**

Hourly rates shall include all work, including supervision, profit, overhead, prevailing wage, mark-up for use of subcontractors, coordination of subcontractors, administration services, supplies, tools, routine equipment, work drawings, transportation, quotes, tests, inspections, and other items, that is necessary to and appropriate for the performance of services under this Contract. Payment shall be as follows:

**Classifications and Hourly Rates**

Line #	Classifications	Hourly Rate	Hourly Rate	Hourly Rate
		Regular Hours 7:00 am-5:00 pm Monday-Friday	After Hours 5:01 pm-6:59 am Monday-Friday	Weekends & County Holidays
1	Carpenter	\$88.00	\$124.00	\$150.00
2	Carpenter Helper	\$60.00	\$84.00	\$102.00
3	Concrete	\$88.00	\$124.00	\$150.00
4	Electrical	\$98.00	\$138.00	\$167.00
5	Electrical Helper	\$66.00	\$92.00	\$112.00
6	Masonry	\$88.00	\$124.00	\$150.00
7	Painting & Decorating	\$70.00	\$98.00	\$119.00
8	Plumber	\$108.00	\$152.00	\$184.00
9	Roofing	\$88.00	\$124.00	\$150.00
10	Ceramic/Mosaic Tile	\$88.00	\$124.00	\$150.00
11	Drywall	\$88.00	\$124.00	\$150.00

Line #	Classifications	Hourly Rate	Hourly Rate	Hourly Rate
		Regular Hours 7:00 am-5:00 pm Monday-Friday	After Hours 5:01 pm-6:59 am Monday-Friday	Weekends & County Holidays
12	Fencing	\$88.00	\$124.00	\$150.00
13	Flooring & Floor Covering	\$73.00	\$102.00	\$124.00
14	Glazing	\$97.00	\$136.00	\$165.00
15	HVAC	\$99.00	\$138.00	\$168.00
16	Insulation & Acoustical	\$87.00	\$122.00	\$148.00
17	Lock-Security Equipment	\$94.00	\$131.00	\$159.00
18	Refrigeration	\$94.00	\$131.00	\$159.00
19	Solar	\$94.00	\$131.00	\$159.00
20	Welding	\$99.00	\$138.00	\$168.00
21	Irrigation	\$70.00	\$98.00	\$119.00
22	Asbestos	\$108.00	\$152.00	\$184.00

**III. REIMBURSEMENT FEES**

For all materials, permits and rental equipment, a copy of Contractor's invoice is required for reimbursement. Invoices shall include all item description(s), quantity and unit pricing.

**IV. INVOICE INSTRUCTIONS**

Contractor must provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor must leave an invoice with each delivery. Each invoice must have a number and must include the following information:

- A. Contractor's name and address;
- B. Contractor's remittance address if different from above;
- C. Name of County Department;
- D. Contract number must be referenced on all invoices;
- E. Service date(s) – Month of Service;
- F. Service description, including job classifications and hourly rates;
- G. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN);
- H. Total

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

**V. PAYMENT TERMS**

Invoices must be submitted to the user department to the ship-to address, unless otherwise directed in this Contract. Contractor must reference Contract Number on invoice. Payment will be net thirty (30) calendar days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the department and subject to routine processing requirements.

Billing shall cover services not previously invoiced. Contractor must reimburse the County of Orange for any monies paid to Contractor for services not provided or when 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 constructed as acceptance of any part of the services.

**VI. 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 made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the DPA.

# Multiple Award Contract

Vendor 2



**REGIONAL COOPERATIVE AGREEMENT  
CONTRACT RCA-017-22010018  
BETWEEN  
THE COUNTY OF ORANGE  
AND  
CTG CONSTRUCTION, INC. DBA C.T. GEORGIU PAINTING CO.  
FOR  
GENERAL MAINTENANCE SERVICES**

THIS Contract **RCA-017-22010018** for General Maintenance Services (“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, (“County”) and CTG Construction, Inc. DBA C.T. Georgiou Painting Co., with a place of business at 433 Lecouvreur Ave., Wilmington, CA 90744 (“Contractor”), with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties”.

**ATTACHMENTS**

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

- Attachment A – Scope of Work
- Attachment B – Compensation and Pricing

**RECITALS**

**WHEREAS**, County solicited via a Request for Proposal (“RFP”) for General Maintenance Services; and

**WHEREAS**, Contractor responded to RFP and represented that Contractor is qualified to provide General Maintenance Services to County; and

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

**WHEREAS**, Contractor agrees to accept payment based on the pricing set forth in Compensation and Pricing, attached hereto as Attachment B and incorporated herein; and

**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, including Attachments which are attached hereto and incorporated herein by this reference, 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. 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, the price stated in Attachment B 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 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 scope of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. 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 pursuant to Attachment B after County's 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 County Indemnitees, 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, 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 and 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 prior written consent of County. Contractor shall provide County no less than sixty (60) calendar days' written notification of its intent to assign, sell, delegate or otherwise dispose of the rights and obligations of this Contract. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express prior written consent of County shall be void and invalid and shall constitute a material breach of this Contract.

- J. Non-Discrimination:** In the performance of this Contract, Contractor must 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 and those set forth in this Contract, County has the right to immediately terminate this Contract without penalty for cause or after thirty (30) calendar days' written notice without cause, unless otherwise specified. Cause shall include, but not be limited to, any material breach of contract, any misrepresentation or fraud on the part of Contractor, and any assignment, subcontracting or change of ownership without County's express prior written consent. County's decision to exercise the right to terminate the Contract shall relieve County of all further obligations under this Contract. The Parties may mutually terminate this Contract by written agreement at any time. The rights, obligation, and conditions, that by their express terms or nature and context are intended to survive the termination or expiration of this Contract, survive any termination or expiration of this Contract.
- L. Consent to Breach Not Waiver:** Any action or inaction by County or failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to enforce any right or provision contained herein shall not be construed as a waiver or relinquishment by County of its rights hereunder and shall not prevent County from enforcing such provision or right on any future occasion. Further, no term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent is 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:** 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 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 Provision:** Prior to the provision of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy 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 County during the entire term of this Contract.

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 SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by 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 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 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 Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

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

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer 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 Contractor shall provide the minimum limits and coverage as set forth below:

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

**Required Coverage Forms**

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

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

**Required Endorsements**

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that 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) calendar days of any policy cancellation and ten (10) calendar 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 County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 Policy).

Insurance certificates should be emailed to **[CEOCPOInsurance@ocgov.com](mailto:CEOCPOInsurance@ocgov.com)**.

Certificate Holder must state:

County of Orange  
c/o: CEO/County Procurement Office  
Attn: Insurance  
1300 S. Grand Ave., Ste. A, 2<sup>nd</sup> Floor, Santa Ana, CA 92705-4434

If Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/County Procurement Office 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) calendar 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 County's express prior written consent.
- Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and 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 County.

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

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

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

- R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract to the extent such delay is caused by any act of God, war, civil disorder, employment strike or other cause beyond Contractor's 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 itself of any available remedies to end the delay and minimize the effects of such delay. County may terminate this Contract by written notice to Contractor if the delay continues substantially uninterrupted for a period of five (5) business days or more.
- S. Confidentiality:** Contractor must 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, 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:** Intentionally Omitted.
- 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 its 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 has been represented by experienced and knowledgeable independent legal counsel of its 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 it has 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:** Contractor warrants that it is and will remain in full compliance 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.
- 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 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 must 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 must include in each subcontract 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 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:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach seventy-five percent (75%) of the dollar limit on the Contract. County is not responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

#### **ADDITIONAL TERMS AND CONDITIONS**

- 1. Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which Contractor will provide General Maintenance Services as described in Attachment A, Scope of Work, under a fixed price Contract, as set forth herein.
- 2. Term of Contract:** This Contract shall commence on December 13, 2021 and shall continue for five (5) calendar years from that date, unless otherwise terminated by County.
- 3. Bonds:** Contractor shall possess sufficient bonding for any projects performed pursuant to this Contract and shall meet all risk and liability insurance requirements.

**a. Payment and Performance Bonds:**

Except for a subordinate contract with an overall value of \$25,000 or less, Contractor must furnish, at the time of signing the subordinate contract, one surety bond to protect the laborers and materialmen in accordance with Section 9554 of the Civil Code and one surety bond guaranteeing the faithful performance of the subordinate contract, each in the amount of \$250,000 or the value of the subordinate contract, whichever is greater. If the value of the subordinate contract is increased beyond the amount of such bonds, Contractor must furnish, at the time of signing the amendment and in a manner acceptable to County, new bonds in the amount of the new total value of the subordinate contract or new bonds in the amount of the increase in value of the subordinate contract. County may waive, in its sole discretion, this bond requirement to the extent permitted by law.

Contractor is not entitled to, nor shall County authorize, a subordinate contract or an amendment to a subordinate contract with a total value that exceeds the bond values for which County is an obligee. Said bonds must be approved by the Office of the County Counsel and the County Executive Office of Orange County. Such bonds must be on the forms provided with this Contract and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California). (e.g.; if the bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)

The faithful performance bond shall be issued by a Surety company with a minimum insurance rating of A- (Secure Best's Rating) and VII (Financial Size Category) as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com. The Surety Company must also be authorized to write in California by the Department of the Treasury and must be listed on the most current edition of the Department of Treasury's Listing of Approved Securities.

If any surety upon any bond furnished in connection with the subordinate contract becomes unacceptable to County, or if any such surety fails to furnish reports as to its financial conditions from time to time as requested by County, Contractor shall promptly furnish such additional security as may be required by County or the Board of Supervisors from time to time to protect the interests of County and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

The payment and performance bonds must each be issued by a surety that: (i) is authorized by the California Insurance Commissioner to transact surety insurance in the State of California; (ii) has assets exceeding its liabilities in an amount equal to or in excess of the amount of the bonds; and (iii) acts in compliance with Insurance Code Section 12090.

The payment and performance bonds shall be in the form provided with this Contract and are subject to approval by County.

**b. County's Right to Replace Surety:**

If any surety upon any bond furnished in connection with a subordinate contract becomes objectionable to County and fails to submit to County the documents described in California Code of Civil Procedure Sections 995.660(a) (1) through (a) (4) within the time specified in those Sections, then Contractor must promptly furnish such additional security as may be required by County to protect the interests of County and of persons entitled to make a claim against the bond. Failure to furnish such additional security shall constitute a material breach of the subordinate contract and County may terminate the subordinate contract immediately for cause pursuant to Paragraph K, Termination.

- 4. Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event, County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, do any of the following:
  - a.** Afford 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.
  - b.** Discontinue payment to Contractor for and during the period in which Contractor is in breach and offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the breach.
  - c.** Terminate the Contract for cause immediately without penalty pursuant to Paragraph K, Termination.
- 5. 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.
- 6. Conflict of Interest:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
- 7. Conditions Affecting Work:** Contractor is 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 Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. 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 during or prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract and the Contract expressly provides that County assumes the responsibility.
- 8. Contingent Fees:** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of Contractor or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

For breach or violation of this warranty, County has the right to immediately terminate this Contract for cause in accordance with Paragraph K, Termination, and, at its sole discretion, to deduct from the

Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from Contractor.

9. **Contractor's Expense:** Contractor is 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. County will not provide free parking for any service in the County Civic Center.
10. **Contractor's Project Manager:** Contractor's Project Manager, as specified in Paragraph 28, Notices, will direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld. Contractor's Project Manager and key personnel shall be assigned for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines.
11. **County's Project Manager:** County's Project Manager, as specified in Paragraph 28, Notices, will act as liaison between County and Contractor during the term of this Contract.

County's Project Manager has the right, in its sole discretion, to require the removal and replacement of Contractor's Project Manager and Contractor personnel 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 of Contractor's Project Manager and Contractor personnel within three (3) calendar days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld. County is not required to provide any information, reason or rationale in the event it requires the removal of Contractor's Project Manager or Contractor personnel.

12. **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 consent from the County of Orange DPA.

Contractor and Contractor's subcontractor(s) also must comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

13. **Contractor Personnel – Reference Checks:** 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.
14. **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 regulations and laws.
15. **Contractor Personnel – Uniform/Badges/Identification:** 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 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) calendar 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) calendar days prior to any changes in this procedure.

16. **County of Orange Disabled Veteran Business Enterprise Preference Requirements:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.
17. **County of Orange Local Small Business Preference Requirements:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
18. **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 prior written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
19. **Default – Reprourement Costs:** In case of Contract breach by Contractor, resulting in termination by County, 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 County the difference between the Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by 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.
20. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor must:
  - a. 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).
  - b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
    1. The dangers of drug abuse in the workplace;
    2. The organization’s policy of maintaining a drug-free workplace;
    3. Any available counseling, rehabilitation and employee assistance programs; and
    4. Penalties that may be imposed upon employees for drug abuse violations.
  - a. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
    1. Will receive a copy of the company’s drug-free policy statement; and
    2. 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 Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

- b. Contractor has made false certification, or
  - c. Contractor violates the certification by failing to carry out the requirements as noted above.
21. **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 Purchasing Agent by way of the following process:
    1. Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to,

or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.

2. 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 that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor must diligently proceed with the provision of services under this Contract. 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) calendar days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this paragraph shall be construed as affecting County's right to terminate the Contract for cause or for convenience as provided in Paragraph K, Termination.

22. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, this Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing in Attachment B shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from 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 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, prior to submission to County. Contractor agrees that County review is discretionary and Contractor shall not assume that County will discover errors and/or omissions. If 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 County or others discover errors or omissions in the reports, files or other written documents submitted by 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 County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
24. **Equal Employment Opportunity:** 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. 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, 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. 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. 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. Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County has the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 26. Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 27. News/Information Release:** Contractor shall not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and written consent of said news media contact from County through County DPA. Any requests for interviews or information received by the media should be referred directly to County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from County.
- 28. Notices:** Any and all notices, request, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (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: CTG Construction, Inc. DBA C.T. Georgiou Painting Co.  
Attn: Costas Georgiou, Project Manager  
433 Lecouvreur Ave.  
Wilmington, CA 90744  
Phone: 310-678-2042  
Email: [gus@ctgconstruction.net](mailto:gus@ctgconstruction.net)

County: County of Orange  
County Executive Office/County Procurement Office  
Attn: Ruben Aguilar, County DPA  
1300 S. Grand Ave., Bldg. A, 2<sup>nd</sup> Floor  
Santa Ana, CA 92705-4434

- 29. Ownership of Documents:** 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 County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.
- 30. 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.
- 31. Prevailing Wage (Labor Code §1773 et seq.):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, 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>. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. Contractor and its subcontractor(s) shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

Contractor and its subcontractor(s) shall be subject to a penalty in an amount up to \$200, or a higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Contract by Contractor or subcontractor(s) in violation of the provisions of this Contract.

Contractor and its subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract. Contractor and subcontractors shall comply with Section 1777.6 which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077.

- 32. Price Increase/Decrease:** No price increases will be permitted during the initial term of the Contract. County requires documented proof of cost increases on contracts prior to any price adjustment. A minimum of thirty (30) business days advance notice in writing is required to request such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. 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 Contractor's profit are not allowed.
- 33. Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbol for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.
- 34. Publication:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic artwork, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without County's express prior written consent, except as necessary for the performance of the services of this Contract. All press contacts,

including graphic display information to be published in newspapers, magazines, etc., are to be administered by County or only after County approval.

35. **Regional 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 are responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor must include in any contract entered into with another agency or entity that uses the terms and pricing of this Contract, a contract provision that states Contractor 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. Any contract that attempts to use the terms and pricing of this Contract without this contract provision is not permitted under this Contract. Further, the failure to include the contract provision will be considered a material breach of this Contract and grounds for County to immediately terminate the Contract for cause. The cooperative entities using this Contract are responsible for obtaining all certificates of insurance and bonds required. 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.

Contractor is 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 County, at County's request.

36. **Registration of Contractors:** Contractor and its subcontractors must comply with the requirements of Labor Code Section 1771.1 (a), pertaining to registration of contractors pursuant to Section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.

37. **Reports/Meetings:** Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. County's Project Manager and Contractor's Project Manager shall meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.

38. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to subcontract any performance of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

In the event that Contractor is authorized by 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. County shall look to 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.

39. **Security Requirements:** Upon request by County department, Contractor shall with the respect to all employees of Contractor performing services hereunder:
- a. Perform background checks as to past employment history, Contractor may not rely on County's background security clearance as set forth in Paragraph 40, Background Clearance.
  - b. Inquire as to past criminal felony convictions.
  - c. Ascertain that those employees who are required to drive in the course of performing services hereunder have a valid California driver's license and no DUI convictions within two (2) years prior to commencement of services hereunder.

40. **Background Clearance:** Upon request by County department, at least thirty (30) calendar days prior to the start of the Contract, or as soon as possible thereafter, Contractor shall email a list of current employees who will be assigned to perform services under this Contract to the corresponding department

Project Manager so that the department can conduct background investigations of those assigned employees as required by this Contract. While clearance may be denied for many reasons based on information obtained in a background investigation, an omission of false statement made by the employee, regardless of the nature of magnitude of the omission or false statement, may also be ground for denying clearance.

41. **Termination – Orderly:** If County terminates this Contract, Contractor may submit to County a termination claim, if applicable, after receipt of the termination notice. Contractor’s claim must be submitted promptly, but in no event later than sixty (60) calendar days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. County agrees to pay Contractor for all services satisfactorily performed prior to the effective date of the termination that meet the requirements of the Contract according to the compensation provisions contained in this Contract; provided, however, that such compensation combined with previously paid compensation must not exceed the total compensation set forth in this Contract. Upon termination or other expiration of this Contract, each party must promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution and performance of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
42. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon past usage. Contractor agrees to supply services requested, as needed by County, at rates/prices listed in the Contract, regardless of quantity requested.
43. **Usage Reports:** 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 ninety (90) calendar days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
44. **Licenses and Standards:** Contractor and Contractor’s staff must possess all licenses, permits, and accreditations required by the laws of the United States, the State of California, and all other governmental agencies, and such licenses must be current, and in good standing. It shall be the responsibility and at the expense of Contractor and Contractor’s staff to procure and maintain all required licenses, permits, and accreditations throughout the term of the Contract.
45. **Material Safety Data Sheets (MSDS):** Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to County under this Contract. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by Contractor to County. The provision of the MSDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDSs for each substance must be sent to the place of shipment or provision of goods/services and must also be sent to:

County of Orange  
CEO/Risk Management  
Attn: Safety and Loss Prevention Program  
PO Box 327  
Santa Ana, CA 92702
46. **Waivers:** County reserves the right to waive at its discretion any irregularities or informalities which County deems correctable or otherwise not warranting rejection of a bid or proposal. Failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or options on any future occasion.
47. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.

- 48. Apprenticeship requirements:** Contractor must familiarize itself with the provisions of Section 1777.5 of the Labor Code regarding employment of apprentices. Contractor and its subcontractors must comply with the provisions of Labor Code Section 1777.5 and any other applicable laws or regulations, including but not limited to, 8 California Code of Regulations, Section 230.1(A), pertaining to apprentices. Section 1777.5 shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

Contractor and its subcontractors must comply with Section 1777.6 of the Labor Code which stipulates that an employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of the Labor Code and Section 12940 of the Government Code.

- 49. Hazardous Conditions:** Whenever Contractor's operations create a condition hazardous to traffic or to the public, Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to County. Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 6 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

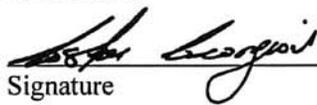
**SIGNATURE PAGE FOLLOWS**

SIGNATURE PAGE

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

**CTG CONSTRUCTION, INC. DBA C.T. GEORGIU  
PAINTING CO.**

\* If Contractor is a corporation, signatures of two (2) specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board, 2) the President or 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

Costas Georgiou	President
_____ Print Name	_____ Title
	12/01/2021
_____ Signature	_____ Date

Maria Georgiou	Secretary/ Treasurer
_____ Print Name	_____ Title
	12/01/2021
_____ Signature	_____ Date

\*\*\*\*\*  
**COUNTY OF ORANGE A political subdivision of the State of California**

	Deputy Purchasing Agent
_____ Print Name	_____ Title
	12/1/2021
_____ Signature	_____ Date

**ATTACHMENT A  
SCOPE OF WORK**

**I. INTRODUCTION**

This Contract is for General Maintenance Services at various locations and facilities throughout the County of Orange that **are not a public project as defined in Public Contract Code, Section 22002(c)**. Contractor shall furnish all staffing, labor, equipment, materials and incidentals required for General Maintenance Services. Services shall be provided on an as-needed basis as required by County Departments.

**II. DEFINITIONS**

- A. Contractor Performance Evaluation:** Evaluation to be completed by County department after each project completed by Contractor. Evaluations will be sent to the assigned buyer at County and be utilized to monitor performance issues.
- B. Maintenance Work:** Maintenance work in this Contract consists exclusively of: routine, recurring, and usual work for the preservation or protection of any County owned or operated facility for its intended purpose; minor repainting; resurfacing of streets and highways at less than one inch; servicing of irrigation and sprinkler systems; and work performed to keep, operate and maintain County owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.
- C. Specialized Equipment Rental:** Heavy equipment, such as a scissor lift or boom lift that requires rental services.
- D. Work Authorization:** Project(s) must be reviewed/approved by County department Project Manager/Coordinator. Project(s) shall include Contractor information, project details, description, materials, rentals, project classifications and approvals.
- E. ASB – Asbestos Certification** – No contractor shall engage in asbestos-related work, as defined in Section 6501.8 of the Labor Code, which involved 100 square feet or more of surface area of asbestos containing materials, unless the qualifier for the license passes an asbestos certification examination. Additional updated certification examination shall be made by Contractors’ State License Board, in consultation with the Division of Occupational Safety and Health in the Department of Industrial Relations and the State Department of Health Services. No asbestos certification examination shall be required for contractors involved with the installation, maintenance, and repair of asbestos cement pipe or sheets, vinyl asbestos floor materials, or asbestos bituminous or resinous materials.
- F. Carpentry – Requires C5/C6 License**
- 1) **Cabinet, Millwork and Finish Carpentry Contractor (C-6)** –Makes cabinets, cases, sashes, door, trims, nonbearing partitions and other items of “finish carpentry” by cutting, surfacing, joining, gluing and fabricating wood or other products to provide a functional surface. This contractor also places, erects, and finishes such cabinets and millwork in structures.
  - 2) **Framing and Rough Carpentry Contractor (C-5)** – Performs any form work, framing or rough carpentry necessary to construct frames structures; installs or repairs individual components of framing systems and performs any rough carpentry or associated work, including but not limited to the construction or installation of: sub-flooring, siding, exterior staircases and railings, overhead doors, roof decking, truss members, and sheathing.

- G. Carpentry Helper** - Works directly with skilled Journeyman Carpenter in carrying out assigned construction and maintenance carpentry tasks.
- H. Ceramic and Mosaic Tile Contractor** – Requires a C54 License. Prepares surfaces as necessary and installs glazed wall, ceramic, mosaic, quarry, paver, faience, glass mosaic and stone tiles thin tile that resembles full brick, natural or simulated stone slabs for bathtubs, showers and horizontal surfaces inside of buildings, or any tile units set in the traditional or innovative tile methods, excluded hollow or structural partition tile.
- I. Concrete Contractor** – Requires C8 License. Forms, pours, places, finishes and installs specified mass, pavement, flat and other concrete work; and places and sets screeds for pavements or flatwork. This class shall not include contractors whose sole contracting business is the application of plaster coatings or the placing and erecting of steel or bars for the reinforcing of mass, pavement, flat and other concrete work.
- J. Laborer** – Works directly with skilled craft workers in carrying out assigned maintenance and repair tasks.
- K. Drywall Contractor** – Requires C9 License. Lays out and installs gypsum wall board assemblies including nonstructural metal framing members, and performs the taping and texturing operations including the application of compounds that adhere to wall board to produce a continuous smooth or textured surface.
- L. Electrical Contractor**- Requires C10 License. Places, erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electrical energy in any form or for any purpose.
- M. Electrician Helper** - Works directly with skilled Electrician in carrying out assigned construction and maintenance electrician tasks.
- N. Fencing Contractor** – Requires C13 License. Constructs, erects, alters, or repairs all types of fences, corrals, runs, railing, cribs, game court enclosures, guard rails and barriers, playground game equipment, backstops, posts, flagpoles, and gates, excluding masonry walls.
- O. Flooring and Floor Covering Contractor** – Requires C15 License. Prepares any surface for the installation of flooring and floor coverings, and installs carpet, resilient sheet goods, resilient tile, wood floors and flooring (including the finishing and repairing thereof), and any other materials established as flooring and floor covering material, except ceramic tile.
- P. Glazing Contractor** – Requires C17 License. Selects, cuts, assembles all makes and kinds of glass, glass work, mirrored glass, and glass substitute materials for glazing; executes the fabrication and glazing of frames, panels, sashes and doors; and/or installs these items in any structure.
- Q. HVAC (Warm-Air Heating, Ventilating and Air-Conditioning) Contractor** - Requires C20 License. Maintains services and repairs warm-air heating systems and water heating heat pumps, complete with warm-air appliances; ventilating systems complete with blowers and plenum chambers; air-conditioning systems complete with air-conditioning unit; and the ducts, registers, flues, humidity and thermostatic controls and air filters in connection with any of these systems. This classification shall include warm-air heating, ventilating and air-conditioning systems which utilize solar energy.

- R. Insulation and Acoustical Contractor** – Requires C2 License. Replaces any insulating media and preformed architectural acoustical materials for the purpose of temperature and/or sound control.
- S. Lock and Security Equipment Contractor\*** – Requires C28 License. Evaluates, sets-up, installs, and repairs all doors and door assemblies, gates, locks and locking devices, panic and fire rated exit devices, manual and automatic operated gate and door closures and releases, jail and prison locking devices and permanently installed or build in safes and vaults. \*This classification shall only be utilized in conjunction with other general construction trades during the course of this Contract.
- T. Masonry Contractor** – Requires C29 License. Installs concrete units and baked clay products; concrete, glass and clay block; natural and manufactured stone; terra cotta; and fire brick or other material for refractory work. This classification includes the fabrication and installation of masonry component units for structural load bearing and non-load bearing walls for structures and fences installed with or without mortar; ceramic veneer (not tile) and thin brick that resembles full brick for facing; paving; and clear waterproofing, cleaning and caulking incidental to masonry construction.
- U. Painting and Decorating Contractor** – Requires C33 License. Prepares by scraping, sandblasting or other means and applies any of the following: painting, papers, textures, fabrics, pigments, oils, turpentine, japans, driers, thinners, varnishes, shellacs, stains, fillers, waxes, adhesives, water and any other vehicles, mediums and materials which adhere by evaporation and may be mixed, used and applied to the surfaces of structures and the appurtenances thereto for purposes of decorating, protecting, fireproofing and waterproofing.
- V. Plumbing Contractor** – Requires C36 License. Provides a means for a supply of safe water, ample in volume and of suitable temperature for the purpose intended and the proper disposal of fluid waste from the premises in all structures and fixed works. These classifications include but are not limited to:
- 1) Complete removal of waste from the premises or the construction and connection of on-site disposal systems;
  - 2) Piping, storage tanks and venting for a safe and adequate supply of gases and liquids for any purpose, including vacuum, compressed air and gases for medical, dental and commercial and industrial uses;
  - 3) All gas appliances, flues and gas connections for all systems including suspended space heating units. This does not include forced warm air units;
  - 4) Water and gas piping from the property owner's side of the utility meter to the structure or fixed works;
  - 5) Installation of any type of equipment to heat water, or fluids, to a temperature suitable for the purposes listed in this section, including the installation of solar equipment for this purpose; and
  - 6) The maintenance and replacement of all items described above and all health and safety devices such as, but not limited to, gas earthquake valves, gas control valves, back flow preventers, water conditioning equipment and regulating valves.
- W. Refrigeration Contractor** – Requires C38 License. Constructs, fabricates, erects, installs, maintains services and repairs refrigerated rooms, and insulated refrigerated spaces, temperature

insulation, air-conditioning units, ducts, blowers, registers, humidity and thermostatic controls for the control of air, liquid, and/or gas temperatures below fifty degrees Fahrenheit (50), or ten degrees Celsius (10).

- X. **Roofing Contractor** – Requires C39 License. Installs products and repairs surfaces that seal, waterproof, and weatherproof structures. This work is performed to prevent water or its derivatives, compounds or solids from penetrating such protection and gaining access to material or space beyond. In the course of this work, the contractor examines and/or prepares surfaces and uses the following material: asphalt, pitch, tar, felt, glass fabric, urethane foam, metal roofing systems, flax, shakes, shingles, roof tile, slate or any other roofing, waterproofing, weatherproofing or membrane materials(s) or a combination thereof.
- Y. **Solar Contractor** – Requires C46 License. A solar contractor installs, modifies, maintains, and repairs thermal, photovoltaic solar energy systems.
- Z. **Welding Contractor** – Requires C60 License. Causes metals to become permanently attached, joined and fabricated by the use of gases and electrical energy, which creates temperatures of sufficient heat to perform this work.

### III. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide General Maintenance Services **that do not constitute a public project as defined in Public Contract Code, Section 22002(c)**, as requested by County.
- B. Contractor shall perform all the work including supervision, administration services, supplies, tools, routine equipment, permits, work drawings, transportation, coordination of all subcontractors, tests, inspections, and other services that are necessary and/or appropriate for the finishing, equipping and functioning of the facilities and structures, together with all additional, collateral and incidental work and services required for completion of the work.
- C. Contractor shall arrive at the project site as scheduled.
- D. Contractor shall ensure that all the facilities are kept in good operating order and that downtime is minimized.
- E. Contractor shall maintain a telephone answering system, which, at a minimum, provides eight (8) hour a day, five (5) weekday live coverage, and ensures the ability to contact higher management for evening and weekend projects.
- F. Contractor shall respond to all requests for non-emergency service within twenty-four (24) hours or next business days of the service request.
- G. Contractor shall provide and maintain a telephone answering system with a twenty-four (24) hour, seven-day per week service capable of contacting and dispatching service personnel.
- H. Contractor shall respond to all emergency requests for service within one (1) hour unless a longer response time is specified.
- I. Contractor's staff shall consist of experienced and licensed personnel at all times.
- J. All work shall be performed in a skillful and workmanlike manner. All services shall be performed in accordance with the most current codes, and all applicable trade, federal, state and local laws, ordinances, rules and regulations, including but not limited to laws applicable to the services at the time services are provided to and accepted by County.

- K.** Contractor shall warrant all labor, equipment, parts and materials incorporated into this work for a period of one (1) year from the date of acceptance.
- L.** Contractors and its subcontractors assigned to a particular job shall have current licenses in their respective trades, crafts, or professions by the state of California or local authority that require licenses in those jurisdictions.
- M.** As part of the work, Contractor shall furnish and assume full responsibility for everything required for orderly progress and proper execution and completion of the work, whether temporary or permanent and whether or not incorporate into the work including, but not limited to, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, transportation, telephone, water, sanitary facilities, temporary facilities, utilities and all other facilities and incidentals.
- N.** Any drawings, survey data, reports, studies, specifications, estimates, maps, computations, and other documents required to be prepared by Contractor for the project shall be the property of County.
- O.** Contractor and its subcontractors shall maintain for a minimum of four (4) years after the completion of the Contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Contract.
- P.** County and Contractor discussions regarding contract or performance related issues under this Contract are not billable hours.

#### **IV. RE-PAINTING GENERAL REQUIREMENTS**

- A.** Contractor shall not use asbestos or lead containing materials. If the use of any such materials is discovered, either during performance of the work or at any time following performance, Contractor shall be liable for the full cost of removal, disposal and all consequential damages.
- B.** Contractor shall not allow any wash down to run into any County facility drain or any County or City storm drain facility. Any wash down or rinsing of equipment shall be totally contained by Contractor and disposed of off-site in a manner described by current law. If County or its representatives detects run-off caused by Contractor, Contractor shall halt all work and remove all visible run-off from the affected drains(s). Prior to resumption of the work, Contractor shall submit to County's Project Manager/Coordinator, in writing, proposed engineering controls to prevent further storm drain run-off. County's Project Manager/Coordinator or designee shall evaluate the proposed method. County may reject the proposed engineering controls if it does not believe they are adequate. Storm drain run-off control shall not alter the completion of the project.
- C.** Contractor shall have lead awareness training.
- D.** Contractor shall treat lead containing surfaces, run-off and materials removed in accordance with all applicable State, Local and Federal regulations and requirements during the removal, disposal or treatment of lead-based finishes. Hazardous waste removal shall conform to applicable regulations.
- E.** Contractor shall provide certification and verification of workforce where required by law. Manifest forms must be signed and completed in compliance with County standards and filed with County. If unexpected, hazardous lead-containing surfaces are encountered, Contractor and County shall address the problem in a good faith effort to complete the project. Contractor is

expected to be knowledgeable in lead-related painted surfaces and related issues. Contractor shall not claim lack of knowledge of these materials or issues, as inspection of the site prior to submittal of the time and material quotation is mandatory.

- F.** Contractor shall take all steps necessary to minimize the amount of loose paint chips generated. When disturbing paint with detectable amounts of lead, any chips generated shall be collected by Contractor and disposed of as hazardous waste.
- G.** Contractor shall eliminate creation of visible dust while working on painted services. If at any time, Contractor's work practices generate detectable dust associated with painted surfaces, Contractor shall halt work and modify work practices, through employment of any necessary engineering controls, to eliminate dust generation. Engineering controls and modification to work practices necessary to eliminate dust generation shall not impact the cost of the Contract nor increase Contractor's time of completion.
- H.** Contractor shall paint all exposed surfaces of the building exterior including, but not limited to:
  - I.** Electrical and fire-hose cabinets and other miscellaneous site items.
  - J.** Grills and registers.
  - K.** Exposed pipes, conduits, ducts and equipment including insulated or galvanized, and supports of hanging devices.
  - L.** Exposed metal drywall grounds, casings, beads, dividers, moldings, etc.
  - M.** Sheet metal flashing and all other miscellaneous steel and gates.
  - N.** Metal stairs, ladders, railing and brackets.
  - O.** Access panels, louvers (indoors and otherwise) and other metal and sheet metal.
  - P.** Surfaces visible through grills, vents, louvers, etc. Grills vents, louvers, etc., shall be properly removed (as necessary), prior to painting inner surfaces and properly replaced afterwards.
  - Q.** Rainwater downspouts and associated metal. Downspouts shall be removed prior to painting of adjacent structure. Paint and reinstall after structure and downspouts are re-coated and dry.
  - R.** Awnings and supports.
  - S.** Wrap corners (edges) of doors on three sides of the door. Painting shall be done early in the work shift at a time that will allow the door to be closed and secured, prior to the end of the work shift.
  - T.** Contractor shall not paint the following surfaces, unless explicitly instructed to do so:
    - 1)** Wall and ceiling surfaces permanently concealed from view.
    - 2)** Factory-finished equipment, partitions, and other products, unless specifically designated or otherwise specified.
    - 3)** Finish hardware, weather stripping and gaskets.
    - 4)** Metals such as stainless steel, bronze, copper, aluminum (unpainted or anodized), and chromium plate.

- 5) Plumbing fixtures and porcelain or baked enamel panels.
  - 6) Glass, laminated plastic, ceramic tile, glazed block, resilient flooring, roofing surfaces and floors.
  - 7) Concealed ducts, conduits and pipes.
  - 8) Fire rating labels, fusible links, and sprinkler heads.
  - 9) Nameplates
- U. Contractor shall be responsible for, but not limited to, the following regarding samples and approval of final colors:
- 1) Color samples: Submit two (2) color selection “fans” for each type of product (i.e., opaque paint, transparent stain, etc.), containing complete range of colors available, including bright or deep colors.
  - 2) Small Brush-Out Samples: For each finishing product scheduled, submit samples eight-inch (8”) x ten inch (10”) in size, illustrating range of colors and textures selected by Project Manager/Coordinator.
  - 3) Resubmit samples and brush-outs until required sheen color and texture is achieved.
  - 4) Paint standard: Project Manager/Coordinator shall select a surface for each type of finish to receive typical painting. Notify Project Manager/Coordinator three (3) days prior to completion of panel samples. Exterior brush-out test area shall be a minimum of ten feet (10’) by 10 feet (10’), unless designated otherwise. The same light levels, type, intensity and color, as the permanent lights must be provided for sample viewing. The test area selected to receive typical painting will become the standard for the remainder of the work.
- V. Label and identify each sample as to location and application.
- W. Project Manager/Coordinator shall approve color samples and direct changes. Colors shall not be applied until County has indicated final approval in writing.
- X. Approval of samples for color and texture shall in no way waive material quality requirements.
- Y. Contractor shall be responsible for, but not limited to, the following regarding delivery and storage:
- 1) Deliver materials to site in original unbroken package bearing brand, type and number of paint or material, plus color schedule reference number.
  - 2) Keep all paint material, tools, etc., in clean, dry, well-ventilated storage place with enough room for storing, preparing and mixing the materials.
  - 3) Keep all paint material away from heat, sparks, flame, and direct rays of sunshine. Maintain storage areas free from fire hazard. Perform no mixing in the building.
  - 4) Only one (1) day’s use quantities are allowed in the secured work area.
  - 5) All materials shall be removed from the secured areas at the end of the work shift.

- Z.** Contractor shall be responsible for, but not limited to the following job conditions and environmental requirements:
- 1) Exterior paint is presumed to have detectable amounts of lead. Contractor is responsible for compliance with employee exposure regulations as a part of this Contract. Based on the presumption of lead in the paint, County will not collect any samples of the paint. Contractor may collect samples in an attempt to refute the presumption of lead in the paint at his own expense. Any sample collection must be approved by the Project Manager/Coordinator or designee in advance, and all laboratory results must be submitted to the Project Manager/Coordinator or designee. County reserves the right to confirm Contractor's testing with its own testing.
  - 2) Comply with manufacturer's recommendations under which paint and paint system is applied.
  - 3) Do not apply finish in areas where dust is being generated or in an area with open flames or welding activity.
  - 4) Apply no exterior paint of finish in rain, fog, mist or if relative humidity exceeds eighty-five percent (85%), or when temperature is below 50 degrees Fahrenheit (50F). Follow the manufacturer's recommendation for application time and weather conditions. Surfaces are to be painted only when they are free from moisture. Receiving surfaces shall be properly dry, i.e., to manufacturer's recommendation before receiving finish. Exterior paint coats shall not be applied during the time direct sunlight is anticipated to fall on a surface.
- AA.** Scaffolding and Protection: Provide barriers and post signs to protect painting work and to work caused by operations under this section. Furnish, maintain and remove apparatus and all drop clothes for protection of concrete, walks, drives, floors, pre-finished materials, building fixtures and similar surfaces.
- BB.** Contractor shall provide the following guarantee for all painting projects:
- 1) Colors on surfaces painted shall at the end of one (1) year remain free from fading.
  - 2) Paint shall have original adherence at the end of one (1) year with no evidence of blistering, running, peeling, scaling, chalking, streaking or stains.
  - 3) Washing with alkali-free soap and water shall remove surface dirt from painted surface without producing and deteriorating effects for one (1) year.
- CC.** Contractor shall be responsible for, but not limited to the following materials:
- 1) Materials selected for paint systems for each type of surface shall be the products of the same manufacturer. Contractor must provide County's Project Manager with the manufacturer and color code of materials used.
  - 2) Products shall be specified by the Project Manager/Coordinator. Equivalent products produced by another manufacturer, which have been documented to be equal, shall be approved in writing by the Project Manager/Coordinator. Contractor shall submit documentation to prove submitted products is of quality equal to or greater than specified. The Project Manager's decision is final. No reduction in specified paint quality shall be accepted. Note: All paints used shall be low VOC, water-based latex, semi-gloss, enamel or satin latex semi-gloss for interior surfaces.

- 3) Suitability of Specified Products and Installation: No claim by Contractor concerning the unsuitability of any material specified or Contractor's inability to produce work acceptable to the Project Manager/Coordinator shall be considered unless such claim is made in writing and is reviewed prior to times and materials quotation. Paint materials and equipment shall be compatible in use; finish coats shall be compatible with prime coats; tools and equipment shall be compatible with the coatings to be applied. Thinners, when used, shall be only those thinners recommended for that purpose by the manufacturer of the material to be thinned. Thinners shall be used away from ventilation equipment.
- 4) By submitting a time and material quotation, Contractor is verifying that the Contract Documents have been reviewed and accepts the specifications as sufficient to produce approved painting results. If Contractor contends that the materials or number of coats specified will not produce satisfactory results, Contractor shall notify the Project manager directly five (5) days prior to receipt of quotes for proper action. Caulk, back-up rods and miscellaneous fillers, shall be a material compatible with substrate finishes and recommended by paint manufacturer.

**V. PROJECT QUOTE/ESTIMATE OF WORK**

- A. Contractor shall complete project(s) based on time and materials listed in quote and/or estimate for each project including a clear description of the project which shall be inclusive of all administrative costs, report preparation, labor, parts, taxes, insurance, tools, routine equipment, transportation, etc., required to complete the work on time.
- B. Contractor shall provide an estimate of the number of hours required for each worker and their classification, and a list of parts and materials to be used.
- C. If Contractor cannot complete all work specified in the project estimate for the estimated cost, Contractor shall immediately contact the County Project Manager/Coordinator. County will not pay any amount in excess of project estimate without advance approval from County.

**VI. SAFETY REQUIREMENTS**

- A. Contractor shall take all reasonable precautions, as directed by County, or in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect County property and adjacent property. Damages to these properties caused by Contractor's negligence shall be repaired at no cost (both labor and material) to County.
- B. Contractor shall keep work areas clean and free from any debris at the completion of each workday. All debris shall be disposed of off-site by Contractor in accordance with all applicable codes, ordinances, and laws pertaining to the disposal of the material.
- C. Contractor is responsible for advising Contractor's employees of all environmental and hazardous materials handling laws and regulations and is also required to have and maintain Material Safety Data Sheets (MSDS) on all materials that are so required by State and Federal laws and/or regulations.
- D. Contractor shall furnish, erect and maintain all warning devices, i.e., barricades, cones, etc. as may be required to affect the construction project and ensure the safety of the public, and County and Contractor's workers.

**VII. EQUIPMENT, MATERIALS AND PERMITS**

- A. Contractor shall provide equipment, materials and permits required for completion of work.

- B. Contractor must provide copies of invoices for all reimbursable equipment, materials and permits.

#### **VIII. PERSONNEL**

- A. Contractor personnel shall be trained and licensed appropriately for the work performed. All work performed shall be in accordance with California State Health and Safety Codes and all other applicable laws. Fees associated with said licenses and permits are the sole responsibility of Contractor.
- B. Contractor is responsible for providing sufficient personnel to accomplish the work in the time indicated on the estimate. If work is not completed within that period of time and requires Contractor's payment of overtime, County shall not be liable for reimbursement of Contractor's overtime charges unless prior written approval is obtained. In addition, overtime shall not accrue due to Contractor's failure to provide personnel and equipment at the designated place and time.

#### **IX. SECURITY REQUIREMENTS**

- A. County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractor and its employees who perform services in these facilities will be required to follow strict operation policies. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.
- B. Contractor must provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, must pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by Contractor and approved by the Contract Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, Contractor will be notified that it has not complied with the terms of this Contract and is subject to Contract termination. The list of all Contractor personnel/employees working on County projects shall be submitted prior to award of this Contract.
- C. Contractor shall prepare and submit a Security Clearance form to the Contract Coordinator for all persons who will be working on or who will need access to secured facilities. Security Clearance forms shall be submitted within five (5) business days of the award of Contract prior to the start of work or prior to the use of any person subsequent to the start of work. Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
- D. Contractor staff must maintain a cleared status for the duration of the Contract.
- E. No person shall be employed on this work who has not received prior clearance from the Probation Department and/or Sheriff's Department.
- F. County, which includes the Probation Department and the Sheriff's Department, are not under any obligation to give a reason clearance is denied.
- G. Contractor must sign in with the Contract Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation), Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

- H.** Contractor must:
- 1) Not give names or addresses to internees.
  - 2) Not receive any names or addresses from internees.
  - 3) Not disclose the identity of any internee to anyone outside the facility.
  - 4) Not give any materials to internees.
  - 5) Not receive any materials from internees (including materials to be passed to another individual or internee).
- \*Failure to comply with requirements above is a criminal act and can result in prosecution.***
- I.** Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange if applicable.
- J.** “The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport”.
- K.** All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff’s Department Airport Detail Office for proper handling.
- L.** The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff’s Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.
- M.** All vehicles parked on-site shall be locked and thoroughly secured at all times. Keys are not to be left in the vehicle at any time for any reason.
- N.** All equipment and materials shall remain in Contractor possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff’s facilities.
- O.** Contractor staff must complete a tool inventory upon entering and leaving a secured jail facility.
- P.** Contractor personnel shall not smoke or use profanity or other inappropriate language while on-site.
- Q.** Contractor personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
- R.** Contractor personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

S. Contractor employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the Contract Coordinator unless otherwise directed and shall direct all inquiries or requests to the Contract Coordinator.

X. **LIABILITY FOR LOSS AND DAMAGES**

Any damages by Contractor to County's facility including equipment, furniture, materials or other County property will be repaired or replaced by Contractor to the satisfaction of County at no cost to County. County may, at its option, repair such damage and deduct the cost thereof from any sum due to Contractor under this Contract.

XI. **DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION**

A. DIR registration is required for general maintenance services when maintenance project is \$15,000 or above.

**ATTACHMENT B  
COMPENSATION AND PRICING**

**I. COMPENSATION**

This is fixed fee Contract between County and Contractor for General Maintenance Services as provided in Attachment A, Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, tax, shipping, freight, insurance requirements, 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 Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. County has no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with Paragraphs “C” – Amendments and “P” – Changes of County’s General Terms and Conditions, which may require approval by the County Board of Supervisors.

**II. PRICING**

Hourly rates shall include all work, including supervision, profit, overhead, prevailing wage, mark-up for use of subcontractors, coordination of subcontractors, administration services, supplies, tools, routine equipment, work drawings, transportation, quotes, tests, inspections, and other items, that is necessary to and appropriate for the performance of services under this Contract. Payment shall be as follows:

**Classifications and Hourly Rates**

Line #	Classifications	Hourly Rate	Hourly Rate	Hourly Rate
		Regular Hours 7:00 am-5:00 pm Monday-Friday	After Hours 5:01 pm-6:59 am Monday-Friday	Weekends & County Holidays
1	Carpenter	\$110.00	\$140.00	\$160.00
2	Carpenter Helper	\$110.00	\$140.00	\$160.00
3	Concrete	\$110.00	\$140.00	\$160.00
4	Electrical	\$110.00	\$140.00	\$160.00
5	Electrical Helper	\$110.00	\$140.00	\$160.00
6	Masonry	\$110.00	\$140.00	\$160.00
7	Painting & Decorating	\$110.00	\$140.00	\$160.00
8	Plumber	\$110.00	\$140.00	\$160.00
9	Roofing	\$110.00	\$140.00	\$160.00
10	Ceramic/Mosaic Tile	\$110.00	\$140.00	\$160.00
11	Drywall	\$110.00	\$140.00	\$160.00

<b>Line #</b>	<b>Classifications</b>	<b>Hourly Rate Regular Hours 7:00 am-5:00 pm Monday-Friday</b>	<b>Hourly Rate After Hours 5:01 pm-6:59 am Monday-Friday</b>	<b>Hourly Rate Weekends &amp; County Holidays</b>
12	Fencing	\$110.00	\$140.00	\$160.00
13	Flooring & Floor Covering	\$110.00	\$140.00	\$160.00
14	Glazing	\$110.00	\$140.00	\$160.00
15	HVAC	\$110.00	\$140.00	\$160.00
16	Insulation & Acoustical	\$110.00	\$140.00	\$160.00
17	Lock-Security Equipment	\$110.00	\$140.00	\$160.00
18	Refrigeration	\$110.00	\$140.00	\$160.00
19	Solar	\$110.00	\$140.00	\$160.00
20	Welding	\$110.00	\$140.00	\$160.00
21	Irrigation	\$110.00	\$140.00	\$160.00
22	Asbestos	\$110.00	\$140.00	\$160.00

**III. REIMBURSEMENT FEES**

For all materials, permits and rental equipment, a copy of Contractor's invoice is required for reimbursement. Invoices shall include all item description(s), quantity and unit pricing.

**IV. INVOICE INSTRUCTIONS**

Contractor must provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor must leave an invoice with each delivery. Each invoice must have a number and must include the following information:

- A. Contractor's name and address;
- B. Contractor's remittance address if different from above;
- C. Name of County Department;
- D. Contract number must be referenced on all invoices;
- E. Service date(s) – Month of Service;
- F. Service description, including job classifications and hourly rates;
- G. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN);
- H. Total

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

**V. PAYMENT TERMS**

Invoices must be submitted to the user department to the ship-to address, unless otherwise directed in this Contract. Contractor must reference Contract Number on invoice. Payment will be net thirty (30) calendar days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the department and subject to routine processing requirements.

Billing shall cover services not previously invoiced. Contractor must reimburse the County of Orange for any monies paid to Contractor for services not provided or when 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 constructed as acceptance of any part of the services.

**VI. 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 made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the DPA.

# Multiple Award Contract

Vendor 3



**REGIONAL COOPERATIVE AGREEMENT  
CONTRACT RCA-017-22010018  
BETWEEN  
THE COUNTY OF ORANGE  
AND  
H.L. MILLER, INC.  
FOR  
GENERAL MAINTENANCE SERVICES**

THIS Contract **RCA-017-22010018** for General Maintenance Services (“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, (“County”) and H.L. Miller, Inc., with a place of business at 2201 E. Winston Rd., Unit I, Anaheim, CA 92806 (“Contractor”), with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties”.

**ATTACHMENTS**

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

- Attachment A – Scope of Work
- Attachment B – Compensation and Pricing

**RECITALS**

**WHEREAS**, County solicited via a Request for Proposal (“RFP”) for General Maintenance Services; and

**WHEREAS**, Contractor responded to RFP and represented that Contractor is qualified to provide General Maintenance Services to County; and

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

**WHEREAS**, Contractor agrees to accept payment based on the pricing set forth in Compensation and Pricing, attached hereto as Attachment B and incorporated herein; and

**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, including Attachments which are attached hereto and incorporated herein by this reference, 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. 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, the price stated in Attachment B 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 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 scope of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. 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 pursuant to Attachment B after County's 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 County Indemnitees, 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, 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 and 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 prior written consent of County. Contractor shall provide County no less than sixty (60) calendar days' written notification of its intent to assign, sell, delegate or otherwise dispose of the rights and obligations of this Contract. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express prior written consent of County shall be void and invalid and shall constitute a material breach of this Contract.

- J. Non-Discrimination:** In the performance of this Contract, Contractor must 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 and those set forth in this Contract, County has the right to immediately terminate this Contract without penalty for cause or after thirty (30) calendar days' written notice without cause, unless otherwise specified. Cause shall include, but not be limited to, any material breach of contract, any misrepresentation or fraud on the part of Contractor, and any assignment, subcontracting or change of ownership without County's express prior written consent. County's decision to exercise the right to terminate the Contract shall relieve County of all further obligations under this Contract. The Parties may mutually terminate this Contract by written agreement at any time. The rights, obligation, and conditions, that by their express terms or nature and context are intended to survive the termination or expiration of this Contract, survive any termination or expiration of this Contract.
- L. Consent to Breach Not Waiver:** Any action or inaction by County or failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to enforce any right or provision contained herein shall not be construed as a waiver or relinquishment by County of its rights hereunder and shall not prevent County from enforcing such provision or right on any future occasion. Further, no term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent is 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:** 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 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 Provision:** Prior to the provision of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy 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 County during the entire term of this Contract.

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 SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by 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 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 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 Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

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

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer 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 Contractor shall provide the minimum limits and coverage as set forth below:

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

**Required Coverage Forms**

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

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

**Required Endorsements**

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that 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) calendar days of any policy cancellation and ten (10) calendar 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 County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 Policy).

Insurance certificates should be emailed to **[CEOCPOInsurance@ocgov.com](mailto:CEOCPOInsurance@ocgov.com)**.

Certificate Holder must state:

County of Orange

c/o: CEO/County Procurement Office

Attn: Insurance

1300 S. Grand Ave., Ste. A, 2<sup>nd</sup> Floor, Santa Ana, CA 92705-4434

If Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/County Procurement Office 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) calendar 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 County's express prior written consent.
- Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and 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 County.

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

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

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

- R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract to the extent such delay is caused by any act of God, war, civil disorder, employment strike or other cause beyond Contractor's 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 itself of any available remedies to end the delay and minimize the effects of such delay. County may terminate this Contract by written notice to Contractor if the delay continues substantially uninterrupted for a period of five (5) business days or more.
- S. Confidentiality:** Contractor must 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, 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:** Intentionally Omitted.
- 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 its 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 has been represented by experienced and knowledgeable independent legal counsel of its 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 it has 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:** Contractor warrants that it is and will remain in full compliance 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.
- 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 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 must 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 must include in each subcontract 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 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:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach seventy-five percent (75%) of the dollar limit on the Contract. County is not responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

#### **ADDITIONAL TERMS AND CONDITIONS**

- 1. Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which Contractor will provide General Maintenance Services as described in Attachment A, Scope of Work, under a fixed price Contract, as set forth herein.
- 2. Term of Contract:** This Contract shall commence on December 13, 2021 and shall continue for five (5) calendar years from that date, unless otherwise terminated by County.
- 3. Bonds:** Contractor shall possess sufficient bonding for any projects performed pursuant to this Contract and shall meet all risk and liability insurance requirements.

**a. Payment and Performance Bonds:**

Except for a subordinate contract with an overall value of \$25,000 or less, Contractor must furnish, at the time of signing the subordinate contract, one surety bond to protect the laborers and materialmen in accordance with Section 9554 of the Civil Code and one surety bond guaranteeing the faithful performance of the subordinate contract, each in the amount of \$250,000 or the value of the subordinate contract, whichever is greater. If the value of the subordinate contract is increased beyond the amount of such bonds, Contractor must furnish, at the time of signing the amendment and in a manner acceptable to County, new bonds in the amount of the new total value of the subordinate contract or new bonds in the amount of the increase in value of the subordinate contract. County may waive, in its sole discretion, this bond requirement to the extent permitted by law.

Contractor is not entitled to, nor shall County authorize, a subordinate contract or an amendment to a subordinate contract with a total value that exceeds the bond values for which County is an obligee. Said bonds must be approved by the Office of the County Counsel and the County Executive Office of Orange County. Such bonds must be on the forms provided with this Contract and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California). (e.g.; if the bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)

The faithful performance bond shall be issued by a Surety company with a minimum insurance rating of A- (Secure Best's Rating) and VII (Financial Size Category) as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com. The Surety Company must also be authorized to write in California by the Department of the Treasury and must be listed on the most current edition of the Department of Treasury's Listing of Approved Securities.

If any surety upon any bond furnished in connection with the subordinate contract becomes unacceptable to County, or if any such surety fails to furnish reports as to its financial conditions from time to time as requested by County, Contractor shall promptly furnish such additional security as may be required by County or the Board of Supervisors from time to time to protect the interests of County and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

The payment and performance bonds must each be issued by a surety that: (i) is authorized by the California Insurance Commissioner to transact surety insurance in the State of California; (ii) has assets exceeding its liabilities in an amount equal to or in excess of the amount of the bonds; and (iii) acts in compliance with Insurance Code Section 12090.

The payment and performance bonds shall be in the form provided with this Contract and are subject to approval by County.

**b. County's Right to Replace Surety:**

If any surety upon any bond furnished in connection with a subordinate contract becomes objectionable to County and fails to submit to County the documents described in California Code of Civil Procedure Sections 995.660(a) (1) through (a) (4) within the time specified in those Sections, then Contractor must promptly furnish such additional security as may be required by County to protect the interests of County and of persons entitled to make a claim against the bond. Failure to furnish such additional security shall constitute a material breach of the subordinate contract and County may terminate the subordinate contract immediately for cause pursuant to Paragraph K, Termination.

- 4. Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event, County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, do any of the following:
  - a.** Afford 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.
  - b.** Discontinue payment to Contractor for and during the period in which Contractor is in breach and offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the breach.
  - c.** Terminate the Contract for cause immediately without penalty pursuant to Paragraph K, Termination.
- 5. 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.
- 6. Conflict of Interest:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
- 7. Conditions Affecting Work:** Contractor is 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 Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. 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 during or prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract and the Contract expressly provides that County assumes the responsibility.
- 8. Contingent Fees:** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of Contractor or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

For breach or violation of this warranty, County has the right to immediately terminate this Contract for cause in accordance with Paragraph K, Termination, and, at its sole discretion, to deduct from the

Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from Contractor.

9. **Contractor's Expense:** Contractor is 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. County will not provide free parking for any service in the County Civic Center.
10. **Contractor's Project Manager:** Contractor's Project Manager, as specified in Paragraph 28, Notices, will direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld. Contractor's Project Manager and key personnel shall be assigned for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines.
11. **County's Project Manager:** County's Project Manager, as specified in Paragraph 28, Notices, will act as liaison between County and Contractor during the term of this Contract.

County's Project Manager has the right, in its sole discretion, to require the removal and replacement of Contractor's Project Manager and Contractor personnel 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 of Contractor's Project Manager and Contractor personnel within three (3) calendar days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld. County is not required to provide any information, reason or rationale in the event it requires the removal of Contractor's Project Manager or Contractor personnel.

12. **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 consent from the County of Orange DPA.

Contractor and Contractor's subcontractor(s) also must comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

13. **Contractor Personnel – Reference Checks:** 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.
14. **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 regulations and laws.
15. **Contractor Personnel – Uniform/Badges/Identification:** 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 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) calendar 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) calendar days prior to any changes in this procedure.

16. **County of Orange Disabled Veteran Business Enterprise Preference Requirements:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.
17. **County of Orange Local Small Business Preference Requirements:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
18. **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 prior written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
19. **Default – Reprourement Costs:** In case of Contract breach by Contractor, resulting in termination by County, 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 County the difference between the Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by 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.
20. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor must:
  - a. 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).
  - b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
    1. The dangers of drug abuse in the workplace;
    2. The organization’s policy of maintaining a drug-free workplace;
    3. Any available counseling, rehabilitation and employee assistance programs; and
    4. Penalties that may be imposed upon employees for drug abuse violations.
  - a. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
    1. Will receive a copy of the company’s drug-free policy statement; and
    2. 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 Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

- b. Contractor has made false certification, or
  - c. Contractor violates the certification by failing to carry out the requirements as noted above.
21. **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 Purchasing Agent by way of the following process:
    1. Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to,

or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.

2. 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 that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor must diligently proceed with the provision of services under this Contract. 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) calendar days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this paragraph shall be construed as affecting County's right to terminate the Contract for cause or for convenience as provided in Paragraph K, Termination.

22. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, this Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing in Attachment B shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from 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 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, prior to submission to County. Contractor agrees that County review is discretionary and Contractor shall not assume that County will discover errors and/or omissions. If 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 County or others discover errors or omissions in the reports, files or other written documents submitted by 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 County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
24. **Equal Employment Opportunity:** 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. 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, 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. 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. 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. Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County has the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 26. Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 27. News/Information Release:** Contractor shall not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and written consent of said news media contact from County through County DPA. Any requests for interviews or information received by the media should be referred directly to County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from County.
- 28. Notices:** Any and all notices, request, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (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: H.L. Miller, Inc.  
Attn: Dan Buckley, Project Manager  
2201 E. Winston Rd., Unit I  
Anaheim, CA 92806  
Phone: 951-805-2532  
Email: [dbuckley@hlmillerinc.com](mailto:dbuckley@hlmillerinc.com)

County: County of Orange  
County Executive Office/County Procurement Office  
Attn: Ruben Aguilar, County DPA  
1300 S. Grand Ave., Bldg. A, 2<sup>nd</sup> Floor  
Santa Ana, CA 92705-4434

- 29. Ownership of Documents:** 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 County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.
- 30. 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.
- 31. Prevailing Wage (Labor Code §1773 et seq.):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, 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>. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. Contractor and its subcontractor(s) shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

Contractor and its subcontractor(s) shall be subject to a penalty in an amount up to \$200, or a higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Contract by Contractor or subcontractor(s) in violation of the provisions of this Contract.

Contractor and its subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract. Contractor and subcontractors shall comply with Section 1777.6 which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077.

- 32. Price Increase/Decrease:** No price increases will be permitted during the initial term of the Contract. County requires documented proof of cost increases on contracts prior to any price adjustment. A minimum of thirty (30) business days advance notice in writing is required to request such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. 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 Contractor's profit are not allowed.
- 33. Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbol for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.
- 34. Publication:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic artwork, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without County's express prior written consent, except as necessary for the performance of the services of this Contract. All press contacts,

including graphic display information to be published in newspapers, magazines, etc., are to be administered by County or only after County approval.

- 35. Regional 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 are responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor must include in any contract entered into with another agency or entity that uses the terms and pricing of this Contract, a contract provision that states Contractor 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. Any contract that attempts to use the terms and pricing of this Contract without this contract provision is not permitted under this Contract. Further, the failure to include the contract provision will be considered a material breach of this Contract and grounds for County to immediately terminate the Contract for cause. The cooperative entities using this Contract are responsible for obtaining all certificates of insurance and bonds required. 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.

Contractor is 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 County, at County's request.

- 36. Registration of Contractors:** Contractor and its subcontractors must comply with the requirements of Labor Code Section 1771.1 (a), pertaining to registration of contractors pursuant to Section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.

- 37. Reports/Meetings:** Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. County's Project Manager and Contractor's Project Manager shall meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.

- 38. Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to subcontract any performance of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

In the event that Contractor is authorized by 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. County shall look to 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.

- 39. Security Requirements:** Upon request by County department, Contractor shall with the respect to all employees of Contractor performing services hereunder:
- a. Perform background checks as to past employment history, Contractor may not rely on County's background security clearance as set forth in Paragraph 40, Background Clearance.
  - b. Inquire as to past criminal felony convictions.
  - c. Ascertain that those employees who are required to drive in the course of performing services hereunder have a valid California driver's license and no DUI convictions within two (2) years prior to commencement of services hereunder.

- 40. Background Clearance:** Upon request by County department, at least thirty (30) calendar days prior to the start of the Contract, or as soon as possible thereafter, Contractor shall email a list of current employees who will be assigned to perform services under this Contract to the corresponding department

Project Manager so that the department can conduct background investigations of those assigned employees as required by this Contract. While clearance may be denied for many reasons based on information obtained in a background investigation, an omission of false statement made by the employee, regardless of the nature of magnitude of the omission or false statement, may also be ground for denying clearance.

41. **Termination – Orderly:** If County terminates this Contract, Contractor may submit to County a termination claim, if applicable, after receipt of the termination notice. Contractor’s claim must be submitted promptly, but in no event later than sixty (60) calendar days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. County agrees to pay Contractor for all services satisfactorily performed prior to the effective date of the termination that meet the requirements of the Contract according to the compensation provisions contained in this Contract; provided, however, that such compensation combined with previously paid compensation must not exceed the total compensation set forth in this Contract. Upon termination or other expiration of this Contract, each party must promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution and performance of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
42. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon past usage. Contractor agrees to supply services requested, as needed by County, at rates/prices listed in the Contract, regardless of quantity requested.
43. **Usage Reports:** 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 ninety (90) calendar days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
44. **Licenses and Standards:** Contractor and Contractor’s staff must possess all licenses, permits, and accreditations required by the laws of the United States, the State of California, and all other governmental agencies, and such licenses must be current, and in good standing. It shall be the responsibility and at the expense of Contractor and Contractor’s staff to procure and maintain all required licenses, permits, and accreditations throughout the term of the Contract.
45. **Material Safety Data Sheets (MSDS):** Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to County under this Contract. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by Contractor to County. The provision of the MSDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDSs for each substance must be sent to the place of shipment or provision of goods/services and must also be sent to:

County of Orange  
CEO/Risk Management  
Attn: Safety and Loss Prevention Program  
PO Box 327  
Santa Ana, CA 92702
46. **Waivers:** County reserves the right to waive at its discretion any irregularities or informalities which County deems correctable or otherwise not warranting rejection of a bid or proposal. Failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or options on any future occasion.
47. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.

- 48. Apprenticeship requirements:** Contractor must familiarize itself with the provisions of Section 1777.5 of the Labor Code regarding employment of apprentices. Contractor and its subcontractors must comply with the provisions of Labor Code Section 1777.5 and any other applicable laws or regulations, including but not limited to, 8 California Code of Regulations, Section 230.1(A), pertaining to apprentices. Section 1777.5 shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

Contractor and its subcontractors must comply with Section 1777.6 of the Labor Code which stipulates that an employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of the Labor Code and Section 12940 of the Government Code.

- 49. Hazardous Conditions:** Whenever Contractor's operations create a condition hazardous to traffic or to the public, Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to County. Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 6 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

**SIGNATURE PAGE FOLLOWS**



**ATTACHMENT A  
SCOPE OF WORK**

**I. INTRODUCTION**

This Contract is for General Maintenance Services at various locations and facilities throughout the County of Orange that **are not a public project as defined in Public Contract Code, Section 22002(c)**. Contractor shall furnish all staffing, labor, equipment, materials and incidentals required for General Maintenance Services. Services shall be provided on an as-needed basis as required by County Departments.

**II. DEFINITIONS**

- A. Contractor Performance Evaluation:** Evaluation to be completed by County department after each project completed by Contractor. Evaluations will be sent to the assigned buyer at County and be utilized to monitor performance issues.
- B. Maintenance Work:** Maintenance work in this Contract consists exclusively of: routine, recurring, and usual work for the preservation or protection of any County owned or operated facility for its intended purpose; minor repainting; resurfacing of streets and highways at less than one inch; servicing of irrigation and sprinkler systems; and work performed to keep, operate and maintain County owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.
- C. Specialized Equipment Rental:** Heavy equipment, such as a scissor lift or boom lift that requires rental services.
- D. Work Authorization:** Project(s) must be reviewed/approved by County department Project Manager/Coordinator. Project(s) shall include Contractor information, project details, description, materials, rentals, project classifications and approvals.
- E. ASB – Asbestos Certification** – No contractor shall engage in asbestos-related work, as defined in Section 6501.8 of the Labor Code, which involved 100 square feet or more of surface area of asbestos containing materials, unless the qualifier for the license passes an asbestos certification examination. Additional updated certification examination shall be made by Contractors’ State License Board, in consultation with the Division of Occupational Safety and Health in the Department of Industrial Relations and the State Department of Health Services. No asbestos certification examination shall be required for contractors involved with the installation, maintenance, and repair of asbestos cement pipe or sheets, vinyl asbestos floor materials, or asbestos bituminous or resinous materials.
- F. Carpentry – Requires C5/C6 License**
- 1) **Cabinet, Millwork and Finish Carpentry Contractor (C-6)** –Makes cabinets, cases, sashes, door, trims, nonbearing partitions and other items of “finish carpentry” by cutting, surfacing, joining, gluing and fabricating wood or other products to provide a functional surface. This contractor also places, erects, and finishes such cabinets and millwork in structures.
  - 2) **Framing and Rough Carpentry Contractor (C-5)** – Performs any form work, framing or rough carpentry necessary to construct frames structures; installs or repairs individual components of framing systems and performs any rough carpentry or associated work, including but not limited to the construction or installation of: sub-flooring, siding, exterior staircases and railings, overhead doors, roof decking, truss members, and sheathing.

- G. **Carpentry Helper** - Works directly with skilled Journeyman Carpenter in carrying out assigned construction and maintenance carpentry tasks.
- H. **Ceramic and Mosaic Tile Contractor** – Requires a C54 License. Prepares surfaces as necessary and installs glazed wall, ceramic, mosaic, quarry, paver, faience, glass mosaic and stone tiles thin tile that resembles full brick, natural or simulated stone slabs for bathtubs, showers and horizontal surfaces inside of buildings, or any tile units set in the traditional or innovative tile methods, excluded hollow or structural partition tile.
- I. **Concrete Contractor** – Requires C8 License. Forms, pours, places, finishes and installs specified mass, pavement, flat and other concrete work; and places and sets screeds for pavements or flatwork. This class shall not include contractors whose sole contracting business is the application of plaster coatings or the placing and erecting of steel or bars for the reinforcing of mass, pavement, flat and other concrete work.
- J. **Laborer** – Works directly with skilled craft workers in carrying out assigned maintenance and repair tasks.
- K. **Drywall Contractor** – Requires C9 License. Lays out and installs gypsum wall board assemblies including nonstructural metal framing members, and performs the taping and texturing operations including the application of compounds that adhere to wall board to produce a continuous smooth or textured surface.
- L. **Electrical Contractor**- Requires C10 License. Places, erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electrical energy in any form or for any purpose.
- M. **Electrician Helper** - Works directly with skilled Electrician in carrying out assigned construction and maintenance electrician tasks.
- N. **Fencing Contractor** – Requires C13 License. Constructs, erects, alters, or repairs all types of fences, corrals, runs, railing, cribs, game court enclosures, guard rails and barriers, playground game equipment, backstops, posts, flagpoles, and gates, excluding masonry walls.
- O. **Flooring and Floor Covering Contractor** – Requires C15 License. Prepares any surface for the installation of flooring and floor coverings, and installs carpet, resilient sheet goods, resilient tile, wood floors and flooring (including the finishing and repairing thereof), and any other materials established as flooring and floor covering material, except ceramic tile.
- P. **Glazing Contractor** – Requires C17 License. Selects, cuts, assembles all makes and kinds of glass, glass work, mirrored glass, and glass substitute materials for glazing; executes the fabrication and glazing of frames, panels, sashes and doors; and/or installs these items in any structure.
- Q. **HVAC (Warm-Air Heating, Ventilating and Air-Conditioning) Contractor** - Requires C20 License. Maintains services and repairs warm-air heating systems and water heating heat pumps, complete with warm-air appliances; ventilating systems complete with blowers and plenum chambers; air-conditioning systems complete with air-conditioning unit; and the ducts, registers, flues, humidity and thermostatic controls and air filters in connection with any of these systems. This classification shall include warm-air heating, ventilating and air-conditioning systems which utilize solar energy.

- R. Insulation and Acoustical Contractor** – Requires C2 License. Replaces any insulating media and preformed architectural acoustical materials for the purpose of temperature and/or sound control.
- S. Lock and Security Equipment Contractor\*** – Requires C28 License. Evaluates, sets-up, installs, and repairs all doors and door assemblies, gates, locks and locking devices, panic and fire rated exit devices, manual and automatic operated gate and door closures and releases, jail and prison locking devices and permanently installed or build in safes and vaults. \*This classification shall only be utilized in conjunction with other general construction trades during the course of this Contract.
- T. Masonry Contractor** – Requires C29 License. Installs concrete units and baked clay products; concrete, glass and clay block; natural and manufactured stone; terra cotta; and fire brick or other material for refractory work. This classification includes the fabrication and installation of masonry component units for structural load bearing and non-load bearing walls for structures and fences installed with or without mortar; ceramic veneer (not tile) and thin brick that resembles full brick for facing; paving; and clear waterproofing, cleaning and caulking incidental to masonry construction.
- U. Painting and Decorating Contractor** – Requires C33 License. Prepares by scraping, sandblasting or other means and applies any of the following: painting, papers, textures, fabrics, pigments, oils, turpentine, japons, driers, thinners, varnishes, shellacs, stains, fillers, waxes, adhesives, water and any other vehicles, mediums and materials which adhere by evaporation and may be mixed, used and applied to the surfaces of structures and the appurtenances thereto for purposes of decorating, protecting, fireproofing and waterproofing.
- V. Plumbing Contractor** – Requires C36 License. Provides a means for a supply of safe water, ample in volume and of suitable temperature for the purpose intended and the proper disposal of fluid waste from the premises in all structures and fixed works. These classifications include but are not limited to:
- 1) Complete removal of waste from the premises or the construction and connection of on-site disposal systems;
  - 2) Piping, storage tanks and venting for a safe and adequate supply of gases and liquids for any purpose, including vacuum, compressed air and gases for medical, dental and commercial and industrial uses;
  - 3) All gas appliances, flues and gas connections for all systems including suspended space heating units. This does not include forced warm air units;
  - 4) Water and gas piping from the property owner's side of the utility meter to the structure or fixed works;
  - 5) Installation of any type of equipment to heat water, or fluids, to a temperature suitable for the purposes listed in this section, including the installation of solar equipment for this purpose; and
  - 6) The maintenance and replacement of all items described above and all health and safety devices such as, but not limited to, gas earthquake valves, gas control valves, back flow preventers, water conditioning equipment and regulating valves.
- W. Refrigeration Contractor** – Requires C38 License. Constructs, fabricates, erects, installs, maintains services and repairs refrigerated rooms, and insulated refrigerated spaces, temperature

insulation, air-conditioning units, ducts, blowers, registers, humidity and thermostatic controls for the control of air, liquid, and/or gas temperatures below fifty degrees Fahrenheit (50), or ten degrees Celsius (10).

- X. Roofing Contractor** – Requires C39 License. Installs products and repairs surfaces that seal, waterproof, and weatherproof structures. This work is performed to prevent water or its derivatives, compounds or solids from penetrating such protection and gaining access to material or space beyond. In the course of this work, the contractor examines and/or prepares surfaces and uses the following material: asphalt, pitch, tar, felt, glass fabric, urethane foam, metal roofing systems, flax, shakes, shingles, roof tile, slate or any other roofing, waterproofing, weatherproofing or membrane materials(s) or a combination thereof.
- Y. Solar Contractor** – Requires C46 License. A solar contractor installs, modifies, maintains, and repairs thermal, photovoltaic solar energy systems.
- Z. Welding Contractor** – Requires C60 License. Causes metals to become permanently attached, joined and fabricated by the use of gases and electrical energy, which creates temperatures of sufficient heat to perform this work.

### **III. CONTRACTOR RESPONSIBILITIES**

- A.** Contractor shall provide General Maintenance Services **that do not constitute a public project as defined in Public Contract Code, Section 22002(c)**, as requested by County.
- B.** Contractor shall perform all the work including supervision, administration services, supplies, tools, routine equipment, permits, work drawings, transportation, coordination of all subcontractors, tests, inspections, and other services that are necessary and/or appropriate for the finishing, equipping and functioning of the facilities and structures, together with all additional, collateral and incidental work and services required for completion of the work.
- C.** Contractor shall arrive at the project site as scheduled.
- D.** Contractor shall ensure that all the facilities are kept in good operating order and that downtime is minimized.
- E.** Contractor shall maintain a telephone answering system, which, at a minimum, provides eight (8) hour a day, five (5) weekday live coverage, and ensures the ability to contact higher management for evening and weekend projects.
- F.** Contractor shall respond to all requests for non-emergency service within twenty-four (24) hours or next business days of the service request.
- G.** Contractor shall provide and maintain a telephone answering system with a twenty-four (24) hour, seven-day per week service capable of contacting and dispatching service personnel.
- H.** Contractor shall respond to all emergency requests for service within one (1) hour unless a longer response time is specified.
- I.** Contractor's staff shall consist of experienced and licensed personnel at all times.
- J.** All work shall be performed in a skillful and workmanlike manner. All services shall be performed in accordance with the most current codes, and all applicable trade, federal, state and local laws, ordinances, rules and regulations, including but not limited to laws applicable to the services at the time services are provided to and accepted by County.

- K.** Contractor shall warrant all labor, equipment, parts and materials incorporated into this work for a period of one (1) year from the date of acceptance.
- L.** Contractors and its subcontractors assigned to a particular job shall have current licenses in their respective trades, crafts, or professions by the state of California or local authority that require licenses in those jurisdictions.
- M.** As part of the work, Contractor shall furnish and assume full responsibility for everything required for orderly progress and proper execution and completion of the work, whether temporary or permanent and whether or not incorporate into the work including, but not limited to, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, transportation, telephone, water, sanitary facilities, temporary facilities, utilities and all other facilities and incidentals.
- N.** Any drawings, survey data, reports, studies, specifications, estimates, maps, computations, and other documents required to be prepared by Contractor for the project shall be the property of County.
- O.** Contractor and its subcontractors shall maintain for a minimum of four (4) years after the completion of the Contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Contract.
- P.** County and Contractor discussions regarding contract or performance related issues under this Contract are not billable hours.

**IV. RE-PAINTING GENERAL REQUIREMENTS**

- A.** Contractor shall not use asbestos or lead containing materials. If the use of any such materials is discovered, either during performance of the work or at any time following performance, Contractor shall be liable for the full cost of removal, disposal and all consequential damages.
- B.** Contractor shall not allow any wash down to run into any County facility drain or any County or City storm drain facility. Any wash down or rinsing of equipment shall be totally contained by Contractor and disposed of off-site in a manner described by current law. If County or its representatives detects run-off caused by Contractor, Contractor shall halt all work and remove all visible run-off from the affected drains(s). Prior to resumption of the work, Contractor shall submit to County's Project Manager/Coordinator, in writing, proposed engineering controls to prevent further storm drain run-off. County's Project Manager/Coordinator or designee shall evaluate the proposed method. County may reject the proposed engineering controls if it does not believe they are adequate. Storm drain run-off control shall not alter the completion of the project.
- C.** Contractor shall have lead awareness training.
- D.** Contractor shall treat lead containing surfaces, run-off and materials removed in accordance with all applicable State, Local and Federal regulations and requirements during the removal, disposal or treatment of lead-based finishes. Hazardous waste removal shall conform to applicable regulations.
- E.** Contractor shall provide certification and verification of workforce where required by law. Manifest forms must be signed and completed in compliance with County standards and filed with County. If unexpected, hazardous lead-containing surfaces are encountered, Contractor and County shall address the problem in a good faith effort to complete the project. Contractor is

expected to be knowledgeable in lead-related painted surfaces and related issues. Contractor shall not claim lack of knowledge of these materials or issues, as inspection of the site prior to submittal of the time and material quotation is mandatory.

- F.** Contractor shall take all steps necessary to minimize the amount of loose paint chips generated. When disturbing paint with detectable amounts of lead, any chips generated shall be collected by Contractor and disposed of as hazardous waste.
- G.** Contractor shall eliminate creation of visible dust while working on painted services. If at any time, Contractor's work practices generate detectable dust associated with painted surfaces, Contractor shall halt work and modify work practices, through employment of any necessary engineering controls, to eliminate dust generation. Engineering controls and modification to work practices necessary to eliminate dust generation shall not impact the cost of the Contract nor increase Contractor's time of completion.
- H.** Contractor shall paint all exposed surfaces of the building exterior including, but not limited to:
- I.** Electrical and fire-hose cabinets and other miscellaneous site items.
- J.** Grills and registers.
- K.** Exposed pipes, conduits, ducts and equipment including insulated or galvanized, and supports of hanging devices.
- L.** Exposed metal drywall grounds, casings, beads, dividers, moldings, etc.
- M.** Sheet metal flashing and all other miscellaneous steel and gates.
- N.** Metal stairs, ladders, railing and brackets.
- O.** Access panels, louvers (indoors and otherwise) and other metal and sheet metal.
- P.** Surfaces visible through grills, vents, louvers, etc. Grills vents, louvers, etc., shall be properly removed (as necessary), prior to painting inner surfaces and properly replaced afterwards.
- Q.** Rainwater downspouts and associated metal. Downspouts shall be removed prior to painting of adjacent structure. Paint and reinstall after structure and downspouts are re-coated and dry.
- R.** Awnings and supports.
- S.** Wrap corners (edges) of doors on three sides of the door. Painting shall be done early in the work shift at a time that will allow the door to be closed and secured, prior to the end of the work shift.
- T.** Contractor shall not paint the following surfaces, unless explicitly instructed to do so:
  - 1)** Wall and ceiling surfaces permanently concealed from view.
  - 2)** Factory-finished equipment, partitions, and other products, unless specifically designated or otherwise specified.
  - 3)** Finish hardware, weather stripping and gaskets.
  - 4)** Metals such as stainless steel, bronze, copper, aluminum (unpainted or anodized), and chromium plate.

- 5) Plumbing fixtures and porcelain or baked enamel panels.
  - 6) Glass, laminated plastic, ceramic tile, glazed block, resilient flooring, roofing surfaces and floors.
  - 7) Concealed ducts, conduits and pipes.
  - 8) Fire rating labels, fusible links, and sprinkler heads.
  - 9) Nameplates
- U. Contractor shall be responsible for, but not limited to, the following regarding samples and approval of final colors:
- 1) Color samples: Submit two (2) color selection “fans” for each type of product (i.e., opaque paint, transparent stain, etc.), containing complete range of colors available, including bright or deep colors.
  - 2) Small Brush-Out Samples: For each finishing product scheduled, submit samples eight-inch (8”) x ten inch (10”) in size, illustrating range of colors and textures selected by Project Manager/Coordinator.
  - 3) Resubmit samples and brush-outs until required sheen color and texture is achieved.
  - 4) Paint standard: Project Manager/Coordinator shall select a surface for each type of finish to receive typical painting. Notify Project Manager/Coordinator three (3) days prior to completion of panel samples. Exterior brush-out test area shall be a minimum of ten feet (10’) by 10 feet (10’), unless designated otherwise. The same light levels, type, intensity and color, as the permanent lights must be provided for sample viewing. The test area selected to receive typical painting will become the standard for the remainder of the work.
- V. Label and identify each sample as to location and application.
- W. Project Manager/Coordinator shall approve color samples and direct changes. Colors shall not be applied until County has indicated final approval in writing.
- X. Approval of samples for color and texture shall in no way waive material quality requirements.
- Y. Contractor shall be responsible for, but not limited to, the following regarding delivery and storage:
- 1) Deliver materials to site in original unbroken package bearing brand, type and number of paint or material, plus color schedule reference number.
  - 2) Keep all paint material, tools, etc., in clean, dry, well-ventilated storage place with enough room for storing, preparing and mixing the materials.
  - 3) Keep all paint material away from heat, sparks, flame, and direct rays of sunshine. Maintain storage areas free from fire hazard. Perform no mixing in the building.
  - 4) Only one (1) day’s use quantities are allowed in the secured work area.
  - 5) All materials shall be removed from the secured areas at the end of the work shift.

- Z.** Contractor shall be responsible for, but not limited to the following job conditions and environmental requirements:
- 1) Exterior paint is presumed to have detectable amounts of lead. Contractor is responsible for compliance with employee exposure regulations as a part of this Contract. Based on the presumption of lead in the paint, County will not collect any samples of the paint. Contractor may collect samples in an attempt to refute the presumption of lead in the paint at his own expense. Any sample collection must be approved by the Project Manager/Coordinator or designee in advance, and all laboratory results must be submitted to the Project Manager/Coordinator or designee. County reserves the right to confirm Contractor's testing with its own testing.
  - 2) Comply with manufacturer's recommendations under which paint and paint system is applied.
  - 3) Do not apply finish in areas where dust is being generated or in an area with open flames or welding activity.
  - 4) Apply no exterior paint of finish in rain, fog, mist or if relative humidity exceeds eighty-five percent (85%), or when temperature is below 50 degrees Fahrenheit (50F). Follow the manufacturer's recommendation for application time and weather conditions. Surfaces are to be painted only when they are free from moisture. Receiving surfaces shall be properly dry, i.e., to manufacturer's recommendation before receiving finish. Exterior paint coats shall not be applied during the time direct sunlight is anticipated to fall on a surface.
- AA.** Scaffolding and Protection: Provide barriers and post signs to protect painting work and to work caused by operations under this section. Furnish, maintain and remove apparatus and all drop clothes for protection of concrete, walks, drives, floors, pre-finished materials, building fixtures and similar surfaces.
- BB.** Contractor shall provide the following guarantee for all painting projects:
- 1) Colors on surfaces painted shall at the end of one (1) year remain free from fading.
  - 2) Paint shall have original adherence at the end of one (1) year with no evidence of blistering, running, peeling, scaling, chalking, streaking or stains.
  - 3) Washing with alkali-free soap and water shall remove surface dirt from painted surface without producing and deteriorating effects for one (1) year.
- CC.** Contractor shall be responsible for, but not limited to the following materials:
- 1) Materials selected for paint systems for each type of surface shall be the products of the same manufacturer. Contractor must provide County's Project Manager with the manufacturer and color code of materials used.
  - 2) Products shall be specified by the Project Manager/Coordinator. Equivalent products produced by another manufacturer, which have been documented to be equal, shall be approved in writing by the Project Manager/Coordinator. Contractor shall submit documentation to prove submitted products is of quality equal to or greater than specified. The Project Manager's decision is final. No reduction in specified paint quality shall be accepted. Note: All paints used shall be low VOC, water-based latex, semi-gloss, enamel or satin latex semi-gloss for interior surfaces.

- 3) Suitability of Specified Products and Installation: No claim by Contractor concerning the unsuitability of any material specified or Contractor's inability to produce work acceptable to the Project Manager/Coordinator shall be considered unless such claim is made in writing and is reviewed prior to times and materials quotation. Paint materials and equipment shall be compatible in use; finish coats shall be compatible with prime coats; tools and equipment shall be compatible with the coatings to be applied. Thinners, when used, shall be only those thinners recommended for that purpose by the manufacturer of the material to be thinned. Thinners shall be used away from ventilation equipment.
- 4) By submitting a time and material quotation, Contractor is verifying that the Contract Documents have been reviewed and accepts the specifications as sufficient to produce approved painting results. If Contractor contends that the materials or number of coats specified will not produce satisfactory results, Contractor shall notify the Project manager directly five (5) days prior to receipt of quotes for proper action. Caulk, back-up rods and miscellaneous fillers, shall be a material compatible with substrate finishes and recommended by paint manufacturer.

**V. PROJECT QUOTE/ESTIMATE OF WORK**

- A. Contractor shall complete project(s) based on time and materials listed in quote and/or estimate for each project including a clear description of the project which shall be inclusive of all administrative costs, report preparation, labor, parts, taxes, insurance, tools, routine equipment, transportation, etc., required to complete the work on time.
- B. Contractor shall provide an estimate of the number of hours required for each worker and their classification, and a list of parts and materials to be used.
- C. If Contractor cannot complete all work specified in the project estimate for the estimated cost, Contractor shall immediately contact the County Project Manager/Coordinator. County will not pay any amount in excess of project estimate without advance approval from County.

**VI. SAFETY REQUIREMENTS**

- A. Contractor shall take all reasonable precautions, as directed by County, or in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect County property and adjacent property. Damages to these properties caused by Contractor's negligence shall be repaired at no cost (both labor and material) to County.
- B. Contractor shall keep work areas clean and free from any debris at the completion of each workday. All debris shall be disposed of off-site by Contractor in accordance with all applicable codes, ordinances, and laws pertaining to the disposal of the material.
- C. Contractor is responsible for advising Contractor's employees of all environmental and hazardous materials handling laws and regulations and is also required to have and maintain Material Safety Data Sheets (MSDS) on all materials that are so required by State and Federal laws and/or regulations.
- D. Contractor shall furnish, erect and maintain all warning devices, i.e., barricades, cones, etc. as may be required to affect the construction project and ensure the safety of the public, and County and Contractor's workers.

**VII. EQUIPMENT, MATERIALS AND PERMITS**

- A. Contractor shall provide equipment, materials and permits required for completion of work.

- B. Contractor must provide copies of invoices for all reimbursable equipment, materials and permits.

**VIII. PERSONNEL**

- A. Contractor personnel shall be trained and licensed appropriately for the work performed. All work performed shall be in accordance with California State Health and Safety Codes and all other applicable laws. Fees associated with said licenses and permits are the sole responsibility of Contractor.
- B. Contractor is responsible for providing sufficient personnel to accomplish the work in the time indicated on the estimate. If work is not completed within that period of time and requires Contractor's payment of overtime, County shall not be liable for reimbursement of Contractor's overtime charges unless prior written approval is obtained. In addition, overtime shall not accrue due to Contractor's failure to provide personnel and equipment at the designated place and time.

**IX. SECURITY REQUIREMENTS**

- A. County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractor and its employees who perform services in these facilities will be required to follow strict operation policies. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.
- B. Contractor must provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, must pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by Contractor and approved by the Contract Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, Contractor will be notified that it has not complied with the terms of this Contract and is subject to Contract termination. The list of all Contractor personnel/employees working on County projects shall be submitted prior to award of this Contract.
- C. Contractor shall prepare and submit a Security Clearance form to the Contract Coordinator for all persons who will be working on or who will need access to secured facilities. Security Clearance forms shall be submitted within five (5) business days of the award of Contract prior to the start of work or prior to the use of any person subsequent to the start of work. Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
- D. Contractor staff must maintain a cleared status for the duration of the Contract.
- E. No person shall be employed on this work who has not received prior clearance from the Probation Department and/or Sheriff's Department.
- F. County, which includes the Probation Department and the Sheriff's Department, are not under any obligation to give a reason clearance is denied.
- G. Contractor must sign in with the Contract Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation), Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

**H.** Contractor must:

- 1) Not give names or addresses to internees.
- 2) Not receive any names or addresses from internees.
- 3) Not disclose the identity of any internee to anyone outside the facility.
- 4) Not give any materials to internees.
- 5) Not receive any materials from internees (including materials to be passed to another individual or internee).

***\*Failure to comply with requirements above is a criminal act and can result in prosecution.***

- I.** Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange if applicable.
- J.** “The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport”.
- K.** All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff’s Department Airport Detail Office for proper handling.
- L.** The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff’s Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.
- M.** All vehicles parked on-site shall be locked and thoroughly secured at all times. Keys are not to be left in the vehicle at any time for any reason.
- N.** All equipment and materials shall remain in Contractor possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff’s facilities.
- O.** Contractor staff must complete a tool inventory upon entering and leaving a secured jail facility.
- P.** Contractor personnel shall not smoke or use profanity or other inappropriate language while on-site.
- Q.** Contractor personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
- R.** Contractor personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

S. Contractor employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the Contract Coordinator unless otherwise directed and shall direct all inquiries or requests to the Contract Coordinator.

X. **LIABILITY FOR LOSS AND DAMAGES**

Any damages by Contractor to County's facility including equipment, furniture, materials or other County property will be repaired or replaced by Contractor to the satisfaction of County at no cost to County. County may, at its option, repair such damage and deduct the cost thereof from any sum due to Contractor under this Contract.

XI. **DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION**

A. DIR registration is required for general maintenance services when maintenance project is \$15,000 or above.

**ATTACHMENT B  
COMPENSATION AND PRICING**

**I. COMPENSATION**

This is fixed fee Contract between County and Contractor for General Maintenance Services as provided in Attachment A, Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, tax, shipping, freight, insurance requirements, 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 Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. County has no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with Paragraphs “C” – Amendments and “P” – Changes of County’s General Terms and Conditions, which may require approval by the County Board of Supervisors.

**II. PRICING**

Hourly rates shall include all work, including supervision, profit, overhead, prevailing wage, mark-up for use of subcontractors, coordination of subcontractors, administration services, supplies, tools, routine equipment, work drawings, transportation, quotes, tests, inspections, and other items, that is necessary to and appropriate for the performance of services under this Contract. Payment shall be as follows:

**Classifications and Hourly Rates**

Line #	Classifications	Hourly Rate	Hourly Rate	Hourly Rate
		Regular Hours 7:00 am-5:00 pm Monday-Friday	After Hours 5:01 pm-6:59 am Monday-Friday	Weekends & County Holidays
1	Carpenter	\$99.00	\$132.00	\$159.00
2	Carpenter Helper	\$74.00	\$93.00	\$122.00
3	Concrete	\$91.15	\$123.23	\$169.30
4	Electrical	\$92.96	\$143.08	\$191.10
5	Electrical Helper	\$55.00	\$71.50	\$99.00
6	Masonry	\$88.03	\$115.00	\$164.00
7	Painting & Decorating	\$88.00	\$115.50	\$134.00
8	Plumber	\$101.26	\$148.39	\$185.52
9	Roofing	\$72.55	\$113.00	\$124.00
10	Ceramic/Mosaic Tile	\$56.01	\$90.00	\$125.00
11	Drywall	\$99.25	\$137.75	\$162.00

Line #	Classifications	Hourly Rate	Hourly Rate	Hourly Rate
		Regular Hours 7:00 am-5:00 pm Monday-Friday	After Hours 5:01 pm-6:59 am Monday-Friday	Weekends & County Holidays
12	Fencing	\$84.00	\$110.00	\$158.00
13	Flooring & Floor Covering	\$77.00	\$99.00	\$119.00
14	Glazing	\$77.00	\$135.00	\$159.00
15	HVAC	\$84.00	\$112.00	\$132.00
16	Insulation & Acoustical	\$70.00	\$103.00	\$125.00
17	Lock-Security Equipment	\$71.50	\$85.00	\$115.00
18	Refrigeration	\$82.00	\$98.00	\$120.00
19	Solar	\$87.00	\$112.00	\$124.00
20	Welding	\$99.25	\$132.00	\$159.00
21	Irrigation	\$27.00	\$36.00	\$41.00
22	Asbestos	\$99.00	\$132.00	\$159.00

**III. REIMBURSEMENT FEES**

For all materials, permits and rental equipment, a copy of Contractor's invoice is required for reimbursement. Invoices shall include all item description(s), quantity and unit pricing.

**IV. INVOICE INSTRUCTIONS**

Contractor must provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor must leave an invoice with each delivery. Each invoice must have a number and must include the following information:

- A. Contractor's name and address;
- B. Contractor's remittance address if different from above;
- C. Name of County Department;
- D. Contract number must be referenced on all invoices;
- E. Service date(s) – Month of Service;
- F. Service description, including job classifications and hourly rates;
- G. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN);
- H. Total

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

**V. PAYMENT TERMS**

Invoices must be submitted to the user department to the ship-to address, unless otherwise directed in this Contract. Contractor must reference Contract Number on invoice. Payment will be net thirty (30) calendar days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the department and subject to routine processing requirements.

Billing shall cover services not previously invoiced. Contractor must reimburse the County of Orange for any monies paid to Contractor for services not provided or when 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 constructed as acceptance of any part of the services.

**VI. 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 made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the DPA.