

AMENDMENT NUMBER TWO
TO
CONTRACT MA-060-22011634
BETWEEN THE
COUNTY OF ORANGE
AND
RANGE ORDINANCE CLEANUP LLC

This AMENDMENT NUMBER TWO to Contract Number MA-060-22011634 (hereinafter “AMENDMENT NUMBER TWO”) between the County of Orange, a political subdivision of the State of California with a place of business at 320 N. Flower Street, 2nd Floor, Santa Ana, CA 92703 (hereinafter “COUNTY”) and Range Ordinance Cleanup LLC (hereinafter “CONTRACTOR”) with a place of business at 445 Middle Rd., Trenton, NC 28585, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed Contract Number MA-060-22011634 for Lead Remediation Services on July 26, 2022, for a three (3) year term of July 26, 2022 through and including July 25, 2025, in an amount not to exceed \$900,000.00, renewable for two (2) additional one (1) year terms (hereinafter “ORIGINAL CONTRACT”); and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on May 6, 2025 for a one (1) year term of July 26, 2025 through and including July 25, 2026, for a new not to exceed amount of \$300,000.00; and

WHEREAS, COUNTY and CONTRACTOR amended General Terms and Conditions, Paragraph T. Compliance with Laws; as well as Additional Terms and Conditions, Paragraph 8. Conflict of Interest - Contractor’s Personnel and Paragraph 30. Sub-Contracting, of the ORIGINAL CONTRACT (hereinafter “AMENDMENT NUMBER ONE”);

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of July 26, 2026 through and including July 25, 2027, for a new not to exceed amount of \$300,000.00, and the CONTRACTOR has agreed to continue to provide those services set forth in AMENDMENT NUMBER ONE;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Additional Terms and Conditions, Section 2 Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures and continue in effect from 7/26/22 through and including 7/25/27, unless otherwise terminated by County.

b. Additional Terms and Conditions, Section 3 Renewal, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

3. Renewal:
This contract may not be renewed.

c. Attachment B, Compensation and Pricing Provisions, Section 2, Fees and Charges, of the ORIGINAL CONTRACT is amended in part to add the following after the language added by AMENDMENT NUMBER ONE:

Contract not to exceed \$300,000.00 for the term of 7/26/26 through and including 7/25/27

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

AMENDMENT NUMBER ONE
TO
CONTRACT MA-060-22011634
BETWEEN THE
COUNTY OF ORANGE
AND
RANGE ORDINANCE CLEANUP LLC

This AMENDMENT NUMBER ONE to Contract Number MA-060-22011634 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the State of California with a place of business at 320 N. Flower Street, 2nd Floor, Santa Ana, CA 92703 (hereinafter "COUNTY") and Range Ordinance Cleanup LLC (hereinafter "CONTRACTOR") with a place of business at 445 Middle Rd., Trenton, NC 28585, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed Contract Number MA-060-22011634 for Lead Remediation Services on July 26, 2022, for a three (3) year term of July 26, 2022 through and including July 25, 2025, in an amount not to exceed \$900,000.00, renewable for two (2) additional one (1) year terms (hereinafter "ORIGINAL CONTRACT"); and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of July 26, 2025 through and including July 25, 2026, for a new not to exceed amount of \$300,000.00 and the CONTRACTOR has agreed to provide those items at the rates set forth in the ORIGINAL CONTRACT; and

WHEREAS, COUNTY desires to amend General Terms and Conditions, Paragraph T. Compliance with Laws; as well as Additional Terms and Conditions, Paragraph 8. Conflict of Interest -Contractor's Personnel and Paragraph 30. Sub-Contracting, of the ORIGINAL CONTRACT and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the changes to those terms as stated herein;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. ~~General Terms and Conditions, Paragraph T. Compliance with Laws of the ORIGINAL CONTRACT is amended in its entirety as follows:~~

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 the Insurance and Indemnification section, 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.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

- b. Additional Terms and Conditions, Section 2 Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures and continue in effect from 7/26/22 through and including 7/25/26, unless otherwise terminated by County.

- c. Additional Terms and Conditions, Section 3 – Renewal, of the ORIGINAL CONTRACT is amended in its entirety as follows:

3. Renewal:

This contract may be renewed by mutual written agreement of both Parties for one (1) additional one-year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County Board of Supervisors.

- d. Additional Terms and Conditions, Section 8 - Conflict of Interest - Contractor's Personnel and Section 29 - Sub-Contracting of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

8. Conflict of Interest -Contractor's Personnel:

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, ~~payments, loans or other considerations which could be deemed to influence or appear~~ to influence County staff or elected officers from acting in the best interests of County.

~~Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.~~

29. Sub-Contracting:

No performance of this Contract or any portion thereof may be subcontracted or

otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

- e. Attachment A, Scope of Work, Scheduling, of the ORIGINAL CONTRACT is amended in part to add the following:

Scheduling

- g. County shall grant contractor a one-week lead time for scheduling miscellaneous service calls.

- f. Attachment B, Compensation and Pricing Provisions, Section 2, Fees and Charges, of the ORIGINAL CONTRACT is amended in part to add the following:

Contract not to exceed \$300,000.00 for the term of 7/26/25 through and including 7/25/26

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ONE to ORIGINAL CONTRACT MA-060-22011634.

*Range Ordinance Cleanup LLC

By:  Title: Project Manager

Print Name: Branden Wynant Date: 4/9/2025

By:  Title: President

Print Name: Matthew Snider Date: 4/9/2025

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


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

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By:  Title: Sup. em. Wash. PCS.

Print Name: Tyne Waiters Date: 5/6/2025

Approved by the Board of Supervisors: 5/6/2025

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

DocuSigned by:

By: 877268490169047E
Deputy

Contract MA-060-22011634
with
Range Ordinance Cleanup LLC
for
Lead Remediation Services

This Contract MA-060-22011634 for Lead Remediation Services (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as “County”) and Range Ordinance Cleanup LLC, with a place of business at 445 Middle Rd., Trenton, NC 28585 (hereinafter referred to as “Contractor”), with a County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

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

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

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Lead Remediation Services under a firm fixed fee Contract; and

WHEREAS, County solicited Contract for Lead Remediation Services as set forth herein, and Contractor represented that it is qualified to provide Lead Remediation Services to the County as further set forth here; and

WHEREAS, Contractor agrees to provide Lead Remediation Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Lead Remediation Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

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

costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

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

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

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

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

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

Qualified Insurer

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

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

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

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

Required Coverage Forms

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

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

Required Endorsements

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

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

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

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

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

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

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

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

- P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

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

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

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

- R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below,

Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

- U. Freight: Intentionally Left Blank
- V. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters

connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

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

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

- BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.
2. Term of Contract: This Contract shall commence upon execution of all necessary signatures and continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. Adjustments – Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;

- b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
 7. Conflict of Interest – Contractor’s Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
 8. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
 9. Contractor’s Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

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

10. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
11. Contractor’s Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the

performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

12. Contractor Personnel – Uniform/Badges/Identification: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

13. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
14. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
15. Cooperative Agreement: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

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

16. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

17. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
18. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization’s policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company’s drug-free policy statement; and
 - b. Will agree to abide by the terms of the company’s statement as a condition of employment under this Contract.

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

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

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

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

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

20. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
21. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
22. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation,

and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

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

Contractor: Range Ordinance Cleanup LLC
445 Middle Rd.
Trenton, NC 28585
Attn: Branden Wynant
252-764-1809
Email: bwynant.roc@gmail.com

County: Sheriff-Coroner Department Facility Operations
431 The City Dr. S
Orange, CA 92868
Attn: Elizabeth Ochoa
714-935-6841
Email: elochoa@ocsheriff.gov

Assigned DPA: County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Victor Vega
714-834-6318
Email: vvega@ocsheriff.gov

25. 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.

26. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
27. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
28. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
29. **Sub-Contracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

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

30. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
31. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
32. **Labor Code Requirements:** Contractor and all subcontractors shall comply with all applicable requirements of the Labor Code throughout the performance of the Contract. Contractor and all 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. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

Contractor and any subcontractor(s) shall comply with the provisions of California Labor Code Sections 1771 *et seq.*, and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages in this locality as determined by the Director of Industrial Relations. County has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the Contract from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at County's principal office. Copies may also be obtained from the State Office, Department of Industrial Relations or from the Department of Industrial Relations website: <http://www.dir.ca.gov>. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contractor.

If the Contract is federally funded, Contractor and any subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor. Contractor and any subcontractor(s) shall comply with the provisions of Labor Code Section 1775. Contractor and any 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 by the Contractor or subcontractor(s) under the Contractor.

Contractor shall comply with the provisions of Labor Code Sections 1775 (penalties for prevailing wage violations) and 1813 (forfeiture for overtime violations). Unless the Contract involves a dollar amount less than that specified in Labor Code Section 1777.5 or does not meet the requirements of that section, this Contract is governed by the provisions of Section 1777.5 and Contractor shall comply with Labor Code Section 1777.5 for all apprenticeable occupations.

As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours shall constitute a legal week's work. The time of service of any worker employed under the Contract shall be restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as provided herein. Contractor shall forfeit to COUNTY \$25, or a higher amount as provided by Labor Code Section 1813, for each worker employed in the performance of this Contract by Contractor or by any subcontractor(s) for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except as provided by Labor Code Section 1815. Contractor and any subcontractor(s) shall 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.

The requirements of Labor Code Section 1776 provide in part:

- A. Contractor and any subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor(s) in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - (1) The information contained in the payroll record is true and correct.
 - (2) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- B. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- C. Contractor shall inform County of the location of the payroll records, including the street

address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.


- D. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any subcontractor fails to comply within the 10-day period, he, she or it shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section. In the performance of the terms of this Contract and pursuant to Labor Code Section 1735, Contractor agrees that he/she/it will not engage in nor permit such subcontractors as he/she/it may employ to engage in discrimination against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, marital status, age or as an otherwise qualified physically disabled individual. This prohibition shall pertain to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters.

-Signature Page to Follow-


Signature Page

The Parties hereto have executed this Contract MA-060-22011634 for Lead Remediation Services on the dates shown opposite their respective signatures below.

Contractor*: Range Ordinance Cleanup LLC

By:  Title: Project Manager
Print Name: Branden Wynant Date: 6/8/2022

Contractor*: Range Ordinance Cleanup LLC

By:  Title: Owner
Print Name: Matthew Snider Date: 6/12/2022

**If the contracting party is a corporation, (2) two signatures are required:*

- (1) signature by the Chairman of the Board, the President or any Vice President; and*
- (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.


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

County Of Orange


A political subdivision of the State of California



Sheriff-Coroner Department

By:  Title: Supervising PCS
Print Name: Olivia Pineda Date: 7/26/22

Approved by the Board of Supervisors: 7/26/22

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

ATTACHMENT A

Scope of Work

The Orange County Sheriff's Department has three permanent shooting ranges, one forensic pistol range and two mobile pistol ranges requiring As-Needed full and partial (hot spot) Lead Remediation and Cleaning.

I. Scope of Service:

1. Contractor shall provide all necessary labor, supplies, materials, and all special equipment required to perform removal of copper jackets/lead, plastic, cardboard, wood debris, dust and any other target material from bullet traps, surfaces, targeting systems and ballistic media, and return shooting ranges to manufacture and County specifications. Contractor shall supply all special equipment required, including but not limited to, material handling, ventilation, cleaning, decontamination, and disposal equipment. Contractor shall be responsible for providing all supplies and methods required to perform services and obtain written notification by authorized County representative upon completion of service.
2. Contractor shall perform all Work in accordance with all State, Federal, local Laws and Regulations. **No County owned equipment shall be available to the contractor to perform any part of service.** All decontamination, supplies, personal protection equipment and disposal procedures shall be in full compliance with Cal-OSHA, and Hazardous Waste Environmental Protection Agency (EPA) 22CCR66015 Control Law.
3. Contractor shall be responsible for supplying additional rubber media required to return ranges to manufacturer and County specifications. Any materials and media provided by Contractor shall meet or exceed manufacturer and County specifications and be approved in writing by the authorized County representative.
4. Additional services, which may include but not be limited to emergency cleaning, media removal and replacement, specialized equipment rentals, hazardous material transportation and disposal fees, may be paid under this contract. All work shall be approved by authorized County representative prior to performance of any service.

II. Range Locations, Specifications and Scope of Service:

Range #1: South Range (Linear range) [**Currently closed, may reopen during contract term**]

Location: Sandra Hutchens Regional Law Enforcement Training Center
1900 W. Katella Avenue, Orange, CA 92868

Specification: **Bullet Trap #1**

- 70,500 pounds rubber media, with approved caliber resistance and fire rating to all manufacture and County requirements
- Approximately 42 cubic yards, minimum media depth of 24 inches

Contractor shall:

- a. Full Trap Cleaning: Remove the rubber media from the bullet trap area to the metal frame, support structure. Visual safety inspection of backstop, bracketing supports and frames for perforations, fractures, anomalies, and failures. Any deficiency or failures shall be reported, documented, and repaired.

- b. Partial “Hot Spot” Cleaning: Remove rubber media from the bullet trap area at “hot spot” to 24” depth. Visual safety inspection of backstop, bracketing supports and frames for perforations, fractures, anomalies, and failures. Any deficiency or failures shall be reported, documented, and repaired.
- c. Contractor shall perform as-needed rubber media removal, transportation, disposal, documentation and replacement upon request of authorized County representative.
- d. Separate and clean off all foreign material including but not limited to copper jackets, lead, plastic, cardboard debris, dust and other target material from rubber media.
- e. Contractor shall return all decontaminated media, of manufacture approved size to bullet trap to the satisfaction of authorized County representative.
- f. Contractor to replace and or replenish fire retardant chemical (elixir), as needed.
- g. Contractor shall refill all gravity fed replenishment bins of bullet trap.
- h. Remove and dispose of all material, supplies and refuge, in accordance with all State, Federal local Laws and Regulations.

Range #2: North Range (L shaped range) [**Currently closed, may reopen during contract term**]

Location: Sandra Hutchens Regional Law Enforcement Training Center
1900 W. Katella Avenue, Orange, CA 92868

Specification: **Bullet Trap #2**

- 136,000 pounds rubber media, with approved caliber resistance and fire rating to all manufacture and County requirements
- Approximately 80 cubic yards, minimum media depth of 24 inches

Contractor shall:

- a. Full Trap Cleaning: Remove the rubber media from the bullet trap area to the metal frame, support structure. Visual safety inspection of backstop, bracketing supports and frames for perforations, fractures, anomalies, and failures. Any deficiency or failures shall be reported, documented, and repaired.
- b. Partial “Hot Spot” Cleaning: Remove rubber media from the bullet trap area at “hot spot” to 24” depth. Visual safety inspection of backstop, bracketing supports and frames for perforations, fractures, anomalies, and failures. Any deficiency or failures shall be reported, documented, and repaired.
- c. Contractor shall perform as-needed rubber media removal, transportation, disposal, documentation, and replacement upon request of authorized County representative.
- d. Separate and clean off all foreign material including but not limited to copper jackets, lead, plastic, cardboard debris, dust, and other target material from rubber media.
- e. Contractor shall return all decontaminated media, of manufacture approved size to bullet trap to the satisfaction of authorized County representative.
- f. Contractor to replace and or replenish fire retardant chemical (elixir), as needed.
- g. Contractor shall refill all gravity fed vertical replenishment bins of bullet trap.
- h. Remove and dispose of all foreign material, supplies and refuge, in accordance with all State, Federal local Laws and Regulations.

Range #3: Tactical Range

Location: Sandra Hutchens Regional Law Enforcement Training Center
1900 W. Katella Ave., Orange, CA 92868

Specification: **Tactical Range**

- 119,000 pounds rubber media, with approved caliber resistance and fire rating to all manufacture and County requirements
- Approximately 70 cubic yards, minimum media depth of 24 inches

Contractor shall:

- Full Trap Cleaning: Remove the rubber media from the bullet trap area to the metal frame, support structure. Visual safety inspection of backstop, bracketing supports and frames for perforations, fractures, anomalies, and failures. Any deficiency or failures shall be reported, documented, and repaired.
- Partial “Hot Spot” Cleaning: Remove rubber media from the bullet trap area at “hot spot” to 24” depth. Visual safety inspection of backstop, bracketing supports and frames for perforations, fractures, anomalies, and failures. Any deficiency or failures shall be reported, documented, and repaired.
- Contractor shall perform as-needed rubber media removal, transportation, disposal, documentation, and replacement upon request of authorized County representative.
- Separate and clean off all foreign material including but not limited to copper jackets, lead, plastic, cardboard debris, dust, and other target material from rubber media.
- Contractor shall return all decontaminated media, of manufacture approved size to bullet trap to the satisfaction of authorized County representative.
- Contractor to replace and or replenish fire retardant chemical (elixir), as needed.
- Contractor shall refill all gravity fed vertical replenishment bins of bullet trap.
- Remove and dispose of all foreign material, supplies and refuge, in accordance with all State, Federal local Laws and Regulations.

Range #4: Mobile Pistol Range [**Currently closed, may reopen during contract term**]

Location: Sheriff Southwest Sub-Station, 11 Journey, Aliso Viejo, CA 92626
(*Mobile Pistol Range is moved periodically when in service. Additional service locations may be used as needed*).

Specification: 53’ long standard cargo trailer with a bullet trap at the end and inside the trailer.

Contractor shall:

- Full Trap Cleaning: Remove the rubber media from the bullet trap area to the metal frame, support structure. Visual safety inspection of backstop, bracketing supports and frames for perforations, fractures, anomalies, and failures. Any deficiency or failures shall be reported, documented, and repaired.
- Partial “Hot Spot” Cleaning: Remove rubber media from the bullet trap area at “hot spot” to 24” depth. Visual safety inspection of backstop, bracketing supports and frames for perforations, fractures, anomalies, and failures. Any deficiency or failures shall be reported, documented, and repaired.
- Contractor shall perform as-needed rubber media removal, transportation, disposal, documentation, and replacement upon request of authorized County representative.
- Separate and clean off all foreign material including but not limited to copper jackets, lead, plastic, cardboard debris, dust, and other target material from rubber media.
- Contractor shall return all decontaminated media, of manufacture approved size to bullet trap to the satisfaction of authorized County representative.
- Contractor to replace and or replenish fire retardant chemical (elixir), as needed.
- Contractor shall refill all gravity fed vertical replenishment bins of bullet trap.
- Remove and dispose of all foreign material, supplies and refuge, in accordance with all State, Federal local Laws and Regulations.

Range #5: Mobile Pistol Range

Locations: Coroner Facility, 1071 W. Santa Ana Blvd. Santa Ana, Ca. 92703
(*Mobile Pistol Range is moved periodically when in service. Additional service locations may be used as needed.*)

Specification: 48' long standard cargo trailer with a bullet trap at the end and inside the trailer.

Contractor shall:

- a. Full Trap Cleaning: Remove the rubber media from the bullet trap area to the metal frame, support structure. Visual safety inspection of backstop, bracketing supports and frames for perforations, fractures, anomalies, and failures. Any deficiency or failures shall be reported, documented, and repaired.
- b. Partial "Hot Spot" Cleaning: Remove rubber media from the bullet trap area behind each target to 24" depth. Visual safety inspection of backstop, bracketing supports and frames for perforations, fractures, anomalies, and failures. Any deficiency or failures shall be reported, documented, and repaired.
- c. Contractor shall perform as-needed rubber media removal, transportation, disposal, documentation, and replacement upon request of authorized County representative.
- d. Separate and clean off all foreign material including but not limited to copper jackets, lead, plastic, cardboard debris, dust, and other target material from rubber media.
- e. Contractor shall return all decontaminated media, of manufacture approved size to bullet trap to the satisfaction of authorized County representative.
- f. Contractor to replace and or replenish fire retardant chemical (elixir), as needed.
- g. Contractor shall refill all gravity fed vertical replenishment bins of bullet trap.
- h. Remove and dispose of all foreign material, supplies and refuge, in accordance with all State, Federal local Laws and Regulations.

Additional Contractor Responsibilities

- a. Provide lead licensed supervisor and workers.
- b. Follow all EPA, and Cal-OSHA guidelines.
- c. Follow site specific Cal-OSHA compliance plan for range maintenance and waste management.
- d. Contractor shall be a registered hazardous waste hauler and transport any hazardous waste to a permitted storage facility. Contractor shall comply with all applicable State, Federal and local Laws and Regulations. All work shall, at a minimum, comply with all requirements specified by the Occupational Safety & Health Administration (OSHA), the Environmental Protection Agency (EPA), and California Code of Regulations (CCR), Title 8, which pertains to lead and lead removal. Contractor may use a subcontractor who is registered as hazardous waste hauler for the purpose of transporting and disposal/recycle only. Contractor shall be responsible and liable for the performance of their subcontractor. Subcontractor shall also be required to follow all requirements specified by the Occupational Safety & Health Administration (OSHA), the Environmental Protection Agency (EPA), and California Code of Regulations (CCR), Title 8, which pertain to lead transporting and disposal/recycling. Usage/approval of a Subcontractor by Contractor shall be per page 10, Paragraph I. "Assignment or Sub-contracting", of this Contract.
- e. All hazardous and non-hazardous waste generated from each location MUST be properly manifested per EPA/DOT regulations and signed by Contractor or their designee. Contract shall provide copies of said manifest/log to County to be maintained at the site.

- f. Contractor shall have “on-hand” Material Safety Data Sheet (MSDS) for any chemical or other potentially dangerous substances while performing any service on behalf of County.
- g. Contractor is responsible for and shall obtain any necessary permits or registrations from applicable environmental agencies (e.g., South Coast Air Quality Management District, Cal OSHA, DTSC, etc.) prior to beginning any work that will require such a permit, if applicable.
- h. Copies of all permits shall be given by Contractor to County in advance of any work being performed, if applicable.
- i. Contractor shall make its best efforts to perform **ALL** activities in a manner to not impact or interrupt daily County operations. If such impact or interruption is unavoidable, Contractor shall schedule and duly notify the authorized County representative of pending disruption.
- j. Contractor shall not withhold emergency and/or any service relating to regulatory compliance and/or certification of any County equipment or property for any reason during the term of the contract.
- k. At ALL TIMES Contractor shall keep “on-hand” spill containment equipment and kits sufficient to successfully mitigate spills and protect personnel and property while performing maintenance, service, or repairs.
- l. Contractor shall perform all work in accordance with generally accepted industry “best-practices” and all health and safety regulations.
- m. County shall not provide any “on-site” storage of supplies, materials, or tools at any County facility.
- n. Contractors shall plan all activities to minimize the number of times entering or exiting any facility and restrict all breaks to absolute minimums.
- o. Contractor shall immediately notify authorized County representative of any site conditions or changes affecting Contractor’s ability to perform services.
- p. Contractor shall repair, at no cost to the County, any and all damages caused by Contractor and shall report all accidents, injuries, spills, unusual conditions or activities immediately to authorized County representative, regardless of magnitude.

Emergency Services

- a. Contractor shall respond within one (1) hour after receiving County emergency service request, twenty-four (24) hours a day seven (7) days a week.
- b. Contractor shall have qualified, authorized technician(s) “on site” within four (4) hours of initial emergency contact.
- c. Once dispatched to County, Contractor shall have all repairs completed and facility restored to fully operational status prior to leaving, unless otherwise agreed upon by County and authorized County representative duly notified.
- d. Contractor shall provide County a Work Order report detailing tasks and duties performed including the following:
 - i. Time of arrival
 - ii. Time of departure
 - iii. Brief summary of service, maintenance or repair
 - iv. Detail of work performed (including material and parts used)

- v. Narrative of recommended additional work to be performed or recommended
- vi. Name and time of individual initiating the emergency call
- vii. Work or Event Number
- viii. Signature of County representative

Exception

- a. County recognizes certain emergencies may arise which require immediate action by Contractor, without obtaining prior authorization. Contractor may complete requested service:
 - i. If part of an initial emergency service call
 - ii. If deemed to be an imminent life safety repair, by authorized County representative
- b. The Contractor shall obtain the name, rank, and signature of the authorized County representative requesting exception.
- c. Contractor shall notify authorized County representative immediately following emergency action(s).

Scheduling

- a. It is the intent of the County to schedule entire lead trap remediation services on a quarterly basis in coordination with Contractor and Range schedules, however, frequency may change based on usage at the facilities. Additional remediation work may be performed between scheduled appointments and miscellaneous service calls for work outside of this scope may be done on an as-needed basis upon approval of an acceptable quote to be approved by the County.
- b. Contractors' personnel shall arrive at service location, as scheduled ready to begin work and perform in a skillful and competent manner.
- c. Contractor shall provide a service timeline, to be approved by County. Once approved, service timeline shall be strictly adhered to and monitored by County.
- d. Service and repairs should be performed during normal operational hours, in coordination with County unless otherwise agreed upon by County and authorized County representative. Normal operational hours are 7:00 a.m. to 5:00 p.m. Mon-Fri (PT), excluding holidays.
- e. Authorized County representative must be duly notified in advance, of any service interruption by Contractor and/or modification to service schedule.
- f. In the event the Contractor dispatches a technician, currently performing scheduled services for the County, technician shall ensure all County equipment is returned to full working condition prior to leaving service location. Under no circumstances shall Contractor leave County equipment out of service, for any period of time, without prior written approval.

Records

- a. Contractor shall maintain detailed, true and accurate records of all inspections, tests, services and results for the term of the contract. Upon termination of contract Contractor shall maintain all records for a minimum of three (3) additional years and made available to County without further compensation.
- b. Contractor shall provide reports to County, upon request, in editable Microsoft file format, containing ALL requested data parameters, in a timely manner.
- c. Upon completion of each service, Contractor shall provide County a Work Order report detailing service performed. One copy left "on-site" with authorized County representative and one signed copy submitted with each corresponding Contractor invoice.
- d. All Work Orders shall contain corresponding information to Contractor invoices (i.e. time of arrival, time of departure, summary of request, detailed (including equipment asset numbers), summary of service performed, summary of additional service required or recommended, name of County representative initiating the service call and Work Order number).
- e. Contractor shall immediately submit in writing, any condition and/or incident affecting Contractor's ability to perform under the contract.

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Lead Remediation Services as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

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

Range #1 – South Range (Linear)*	
Entire Trap Clean	\$ 20,700.00 per job
Hot Spot Clean	\$ 12,075.00 per job
Range #2 – North Range (L-shaped, Public Range)*	
Entire Trap Clean	\$ 22,800.00 per job
Hot Spot Clean	\$ 13,300.00 per job
Range #3 – Tactical Range	
Entire Trap Clean	\$ 18,900.00 per job
Hot Spot Clean	\$ 11,025.00 per job
Range #4 – Mobile Pistol Range*	
Entire Trap Clean	\$ 2,250.00 per job
Hot Spot Clean	\$ 1,312.50 per job
Range #5 – Mobile Pistol Range	
Entire Trap Clean	\$ 2,250.00 per job
Hot Spot Clean	\$ 1,312.50 per job

**Currently closed, but may reopen during contract term. No guarantee is given by County to Contractor regarding reopening, use of, or need for services at these courses. Contractor agrees to supply services to these courses as needed and requested by County at these prices. Contractor understand and agrees it will not be paid for services at these courses if they remain closed and services are not requested by County.*

Miscellaneous Labor Charges As-Needed:

Description	Unit of Measure	Hourly Rate
Labor Rate Monday thru Friday 7:00 a.m. to 5:00 p.m.	Supevisor On-Site	\$ 150.00
	Level C Labor Worker	\$ 100.00
Labor Rate Monday thru Friday 5:00 p.m. to 7:00 a.m.	Supevisor On-Site	\$ 150.00
	Level C Labor Worker	\$ 100.00
Labor Rate Saturday 12:00 a.m. to 11:59 p.m.	Supevisor On-Site	\$ 150.00
	Level C Labor Worker	\$ 100.00
Labor Rate Sunday 12:00 a.m. to 11:59 p.m.	Supevisor On-Site	\$ 150.00
	Level C Labor Worker	\$ 100.00

Labor Rate	Supervisor On-Site	\$ 150.00
Holidays 12:00 a.m. to 11:59 p.m.	Level C Labor Worker	\$ 100.00

- Miscellaneous service calls for work outside this scope of work will require a quote to be approved by authorized County representative prior to the service being completed
- Labor hours shall be charged on actual time spent on each job, not portal to portal basis, and shall be computed to the nearest one-quarter (1/4) hour.
- Labor rates shall include all direct and indirect expenses including travel and overheard expenditures.
- After-hour rates shall not be paid on non-emergency response request unless authorized by the County Project Manager.
- Note: Labor rates are inclusive of basic equipment, supplies and personal protective equipment necessary to perform services in this scope of work.
- Contractor to credit County 10% LME price on lead for entire amounts recovered, for Range numbers 1 (South Range), 2 (North Range), and 3 (Tactical Range)
- County to ensure cleaning schedules for Ranges 4 & 5 (Mobile Ranges) coincide with cleaning of stationary ranges (#1-3)

Material

- **Rubber Media** (inherence fire retardant, installed) \$ N/A
- **Rubber Media** (non-inherent, installed) \$ 0.70 per pound*
- **Fire Retardant Chemical (elixir)** (installed) \$ 4.50 per pound**

Rubber must be 100% pure rubber and must be approved by authorized County representative with written quote.

*Rubber shall be delivered by Contractor in 2,000 lb supersacks.

**Elixir shall be delivered by Contractor in 300 lb, 55 gal drums. Contractor to apply at a flat rate of \$1,500/range. (Each Linear foot of range = 12 gal of Elixir)

- **Material Mark-up (excludes quoted materials listed above)** Mark-up: 15%
Material items will be reimbursed at invoice cost plus the percentage mark-up quoted above for additional as-needed work. Contractor is to provide original invoice copy for all items. County reserves the right to reject material costs not submitted with original purchase invoice. All material items used for each location shall be listed on corresponding invoice.
- **Specialized Equipment Rental** Mark-up: 15%
Project specific equipment rental will be reimbursed at invoice cost plus the percentage mark-up quoted for specialized equipment required to perform service, based on individual physical characteristics of the facility. Contractor is to provide original supplier invoice copy for all items. County reserves the right to reject rental costs not submitted with original purchase invoice. Any equipment used for each location shall be listed on corresponding invoice. Mark-up shall not apply to routine equipment.
- **Disposal Fees**
Disposal related fees shall be reimbursable at cost. It is the Contractors sole responsibility to provide all related Hazardous Waste Manifests and original cost invoice copies for all charges.

County reserves the right to reject charges not submitted with original cost invoice and related Hazardous Waste Manifest. All disposal related fees shall be listed on corresponding invoice.

Contract shall not exceed \$900,000 for the first contract term (\$300,000 per year).

3. **Price Increase/Decreases:** No price increases will be permitted during the first year of the contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address, if different from 1 above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number

- g. Agency/Department's Account Number
- h. Date of invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner Department Facility Operations
431 The City Dr. S
Orange, CA 92868
Attn: Accounts Payable

9. Payment (Electronic Funds Transfer (EFT))

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

10. Year End and Final Invoices

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

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