

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of April 24, 2025, by and between the CITY OF IRVINE, a municipal corporation ("City"), and UNITED SITE SERVICES OF CALIFORNIA, INC., a California corporation ("Contractor").

PART I

FUNDAMENTAL TERMS

- A. Location of Project:** The City of Irvine location(s) as set forth in PART IV, Scope of Services, included herein.
- B. Description of Services/Goods to be Provided:** Portable Toilet Rental, Servicing and Septic Pumping Services for Mike Ward Community Park Pickleball Courts, CIP 361903 in accordance with PART IV, Scope of Services, and in accordance with the County of Orange Regional Cooperative Agreement RCA-017-23010021 (ATTACHMENT I), included herein.
- C. Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on April 25, 2025 ("Commencement Date") and shall continue through May 31, 2026.
- D. Party Representatives:**
- D.1. The City designates the following person/officer to act on City's behalf:
Stacy DeLong, email: sdelong@cityofirvine.org
 - D.2. The Contractor designates the following person to act on Contractor's behalf:
Matt Sweet, email: matt.sweet@unitedsiteservices.com

Contractor Information

Address for Notices and Payments:

1160 North Fee Ana St
Anaheim, CA 92807

Attn: Matt Sweet

Telephone: 9099369848

Email: matt.sweet@unitedsiteservices.com

- E. Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in Part II ("General Provisions"). The City shall deliver all notices and other writings required to be delivered to Contractor at the address set forth above.
- F. Attachments:** This Agreement incorporates by reference the following Attachments to this Agreement:
- F.1. Part I: Fundamental Terms

F.2. Part II: General Provisions

F.3. Part III: Special Provisions

F.4. Part IV: Scope of Services

F.5. Part V: Budget

- G. Integration:** This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

{Signatures follow on next page}

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

CITY OF IRVINE

Signed by:
By: 
3342447EB1894B8...
Luis Estevez

Its: Acting Director of Public Works &
Sustainability

**UNITED SITE SERVICES OF
CALIFORNIA, INC.**

By: 
Jeff Dunlop

Its: Vice President 13 May 25

By: 
Jeff Dunlop

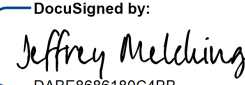
Its: Assistant Secretary 13 May 25

Attest:

Signed by:
By: 
0FCAD91F02E547D...
Carl Petersen

Its: City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

DocuSigned by:
By: 
DABE8686180C4BB...
Jeffrey Melching

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of City. Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from City. In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If

the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

- A.** Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.
- B.** Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Contractor will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.
- C.** This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 2.1.

2.1.1 Insurance Coverage Required. The Insurance obligations under this agreement shall be (1) all the Insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

The policies and minimum amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

- (1) Name the City of Irvine and the Great Park Corporation and their Officers, employees, agents, volunteers and representatives (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

- (1) Name the City of Irvine and the Great Park Corporation and their Officers, employees, agents, volunteers and representatives (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

- C. Workers' Compensation Insurance** in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this Agreement. Such insurance shall be endorsed to:

- (1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

In the performance of the work under this Agreement, if Contractor does not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor agrees to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of Contractor's failure to provide such worker's compensation insurance. Contractor agrees that, if firm should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, firm shall forthwith comply with those provisions, immediately furnish insurance certificates evidencing such coverage as set forth herein, and notify the City of the change in status.

- D. Professional Liability Insurance** with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

- E. Evidence of Insurance:** Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided. The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder: City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

- F. Endorsements:** A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements **shall not**:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

- G. Any Deductible in Excess of \$100,000 and/or Self-Insured Retentions** must be approved in writing by the City.

- H. Acceptability of Insurers.** Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

- I. Insurance of Subcontractors.** Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

2.2 Indemnification. Contractor shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

2.2.1 Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

2.2.2 Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

2.2.3 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

These Indemnification provisions are independent of, and shall not in any way be limited by, the Insurance Requirements of this Agreement. City approval of the insurance contracts

required by this Agreement does not in any way relieve the Contractor from liability under this section.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

3.3 Covenant against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Nondiscrimination in City Contracts. Any business that enters into a contract for goods or services with the City of Irvine or any of its boards, agencies, or departments shall:

- (a) Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
- (b) Not discriminate in the performance of the contract on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
- (c) Incorporate the foregoing provisions in all subcontracts hereunder.

3.5 Independent Contractor. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and

one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.6 Covenant against Contingent Fees. Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.7 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

3.8 Proprietary Information. All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.9 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

3.10 Termination by City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by

City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

3.11 Right to Stop Work; Termination by Contractor. Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.10 relating to City's right to take over and finish the work and Contractor's liability shall apply.

3.12 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

3.13 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.14 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

3.15 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.16 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services

for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.

3.17 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.18 Conflicts of Interest.

- A.** No officer, official, employee, agent, representative or volunteer of City shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. Contractor shall not employ, contract for, or receive consulting services from any such person, whether for compensation or not, while this Agreement is in effect.
- B.** Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.
- C.** Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Contractor to be a "Contractor" as that term is defined by the Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

3.19 Contractor Ethics. Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions

in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.20 Compliance with California Unemployment Insurance Code Section 1088.8.

If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.21 CalPERS Annuitants. If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

3.22 Levine Act. California Government Code section 84308, commonly referred to as the Levine Act, precludes an Irvine City Councilmember from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Councilmember, or received by the officer on behalf of any other Councilmember, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires a Councilmember that has received such a contribution to disclose the contribution on the record of the proceeding. Review California Government Code section 84308 for more information.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Contractor, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To City: City of Irvine
One Civic Center Plaza (92606) (Hand Deliveries)
P. O. Box 19575
Irvine, CA 92623-9575

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows:

Part III
Part II
Part IV
Part V
Part I

PART III

SPECIAL PROVISIONS

1. **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.
2. **Insurance Requirements.** PART II GENERAL PROVISIONS, Section 2.1.1, D. Professional Liability Insurance, is deleted in its entirety

PART IV

SCOPE OF SERVICES

Services shall be performed as set forth in accordance with ATTACHMENT II.

PART V

BUDGET

Pricing shall be as set forth below and in accordance with ATTACHMENT I.

Included in the total compensation are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein **shall not exceed \$56,121.00**, including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order; and no work shall be performed with a value in excess of the Purchase Order amount as the City has not authorized nor is it obligated to pay Contractor any such excess amount.

In the event Contractor anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Contractor shall notify City in writing allowing sufficient time for City to consider further action.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.

Contractors should submit invoices electronically to: **isubmittal@cityofirvine.org**

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

ATTACHMENT I



**REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT NUMBER RCA-017-23010021
BETWEEN
COUNTY OF ORANGE/COUNTY PROCUREMENT OFFICE
AND
UNITED SITE SERVICES OF CALIFORNIA, INC.
FOR
PORTABLE TOILETS/SHOWERS AND OTHER SITE RENTALS AND SERVICES**

This Contract RCA-017-23010021 for Portable Toilets/Showers and Other Site Rentals and Services ("Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, ("County") and United Site Services of California Inc., a Stock Corporation in California ("Contractor"), with a County and Contractor sometimes referred to individually as "Party" or collectively as "Parties".

ATTACHMENTS

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

Attachment A – Scope of Work

Attachment B – Pricing and Compensation

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Portable Toilets/Showers and Other Site Rentals and Services under a usage Contract; and,

WHEREAS, County solicited Contract for Portable Toilets/Showers and Other Site Rentals and Services as set forth herein, and Contractor represented that it is qualified to provide Portable Toilets/Showers and Other Site Rentals and Services to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Portable Toilets/Showers and Other Site Rentals and 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 Pricing, attached hereto as Attachment B; and,

NOW, THEREFORE, the Parties mutually agree as follows,

ARTICLES

GENERAL TERMS AND CONDITIONS:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract 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 services have actually been rendered, inspected, and tested to the satisfaction of County, and 2) payment shall be made 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 Article "Z" below, and as more fully described in Article "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 Article "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 obligations.
- 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 Provision:** Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

Prior to the provision of services under this Contract, the Contractor agrees to carry 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 current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract. The County reserves the right to request the declarations page showing all endorsements and a complete certified copy of the policy.

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 carry 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 (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this Contract.

Upon notice of any actual or alleged claim or loss arising out of subcontractor's work hereunder, subcontractor shall immediately satisfy in full the SIR provisions of the policy in order to trigger coverage for the Contractor and Additional Insureds.

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**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/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	\$3,000,000 per occurrence
Including Products - Completed Operations	\$3,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	\$1,000,000 combined single limit
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per accident or disease

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad. The Commercial General Liability policy shall not exclude coverage for Explosion, Collapse, or Underground Hazard (XCU).

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability 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 10 04 13 or CG 20 33 04 13, or a form at least as broad naming the ***County of Orange, its elected and appointed officials,***

officers, employees, and agents as Additional Insureds, or provide blanket coverage which shall 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 shall be excess and non-contributing.
- 3) Products and Completed Operations endorsement using ISO Form CG 20 37 04 13, or a form at least as broad.

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, employees, and agents* or provide blanket coverage which shall state *As Required by Written Contract* when acting within the scope of their appointment or employment.

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

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

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 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 provide copies of acceptable certificates of insurance and endorsements to County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

Insurance certificates should be emailed to CEOCPOInsurance@ocgov.com.

Insurance certificates should state:

County of Orange
c/o: CEO/County Procurement Office
Attn: Insurance
400 West Civic Center Drive, 5th Floor
Santa Ana, CA 92701

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

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

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

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

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

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

S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article "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 (F.O.B. Destination):** Prior to the County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing,

handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. 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 Provisions:** 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.

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

ADDITIONAL TERMS AND CONDITIONS:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Portable Toilets/Showers and Other Site Rentals and Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A.
2. **Term of Contract:** The initial term of this Contract shall become effective July 1, 2023 and shall continue for five (5) calendar years, unless otherwise terminated by County.
3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without the prior written approval of the County assigned Deputy Purchasing Agent.
4. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities
5. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority
6. **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 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.
7. **Cal-OSHA Vehicle Regulation:** All vehicles must meet California Motor Vehicle and Cal-OSHA regulations and all other applicable codes required for vehicle use on the roads or highways in the state of California.

8. **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.
9. **Cooperative Contract** - The provisions and pricing of this Contract will be extended to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization. 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 County of Orange makes no guarantee of usage by other users of this Contract.

A 2 percent rebate on Eligible Revenues will be paid to the County for any contracts the Contractor agrees to enter into with other entities under the provisions and pricing of this Contract. The Contractor shall provide quarterly Volume Sales Reports to the County about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required, may be deemed breach of the contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.
10. **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.
11. **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.
12. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County’s safety regulations and laws.
13. **Contractor Personnel Reference Check:** 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.
14. **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.
15. **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 DPA.
 16. **Conditions Affecting Work:** 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.
 17. **County of Orange Local Small Business Preference Requirements:** Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
 18. **Data – Title To:** All materials, documents, data or information obtained from 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.
 19. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.
 20. **Default:** In case of default by Contractor, the County of Orange may procure the 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.
 21. **Delivery Location – No Loading Dock:** Delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.
 22. **County of Orange Disabled Veteran Business Enterprise Preference Requirements:** Contractor certifies it is in compliance with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.
 23. **Disputes – Contract:**
 - a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's

Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

- i. Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
- ii. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

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

24. **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:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- d. 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:
 - i. The Contractor has made false certification, or
 - ii. The Contractor violates the certification by failing to carry out the requirements as noted above.

26. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. 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.

27. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
28. **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.
29. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
30. **News/Information Release:** 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.

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

Contractor: United Site Services of California Inc.
Attn: Alexandria Kelly
1160 Fee Ana Street
Anaheim, CA, 92807
Phone: (508) 594-2541
Email: alexandria.kelly@unitedsiteservices.com

County: County of Orange
County Procurement Office
Attn: Sharmila Chadrasekharan, CPPB, Deputy Purchasing Agent
400 West Civic Center Drive, 5th Floor
Santa Ana, CA 92701
Phone: (714) 567-7428
Email: Sharmila.Chadrasekharan@ocgov.com

32. **Order Dates:** Orders may be placed during the term of the Contract even if delivery may not be made until after the term of the Contract. The Contractor must clearly identify the order date on all invoices to County and the order date must precede the expiration date of the Contract.
33. **Ownership of Documents:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
34. **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.
35. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from 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 and key personnel. Said approval shall not be unreasonably withheld. 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.

39. **Project Manager and Key Personnel, Contractor:** 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 three (3) 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.

40. **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.

41. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
42. **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.
43. **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.
44. **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.
45. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

46. **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.
47. **Parking For Delivery Services:** The County of Orange will not provide free parking for delivery services.
48. **Prevailing Wage:** 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 in accordance with copyright instruction to be provided by the Contractor.
 - a. **Wage Rates:** Contractor and any Subcontractor(s) shall comply with the provisions of California Labor Code Sections 1771 et seq., and shall pay workers employed on Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post all job site notices as required by Labor Code Section 1771.4(a), including a copy of these wage rates for each craft, classification, or type of worker needed in the performance of Contract. Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If 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.
 - b. **Wage Rate Penalty:** Contractor and any Subcontractor(s) shall comply with the provisions of California Labor Code Sections 1775. Contractor and any Subcontractor(s) shall be subject to a penalty in an amount up to \$200, or 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 Contract.
 - c. **Work Hour Penalty:** 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.

- d. Registration of Contractors:** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. 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.
- e. Payroll Records:** 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:

- i. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.
- ii. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.
- v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (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 ten (10) day period, he or she shall, as a penalty to County, forfeit one hundred dollars (\$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.

f. Apprentices:

- i. Unless the contract involves a dollar amount less than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Section 1777.5.

Contractor shall comply with Labor Code Section 1777.5 for all apprenticeable occupations.

- ii. Contractor and all Subcontractor(s) shall comply with Labor Code Section 1777.6 which forbids discriminatory practices in the employment of apprentices on any basis listed in Government Code Section 12940 (described in the Nondiscrimination Section of the General Conditions), except as provided in Labor Code Section 3077.
49. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
50. **Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbol for any purpose, including commercial advertisement, promotional purposes, announcements, display or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's product or services.
51. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.


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

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

CONTRACT SIGNATURE PAGE

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

UNITED SITE SERVICES OF CALIFORNIA INC., a Limited Partnership in California

Jeff Dunlop	Vice-President
Print Name	Title
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <small>DocuSigned by:</small>  <small>EBF2DD9614AE483...</small> </div>	5/8/2023

Signature	Date
Scott Jamroz	CFO

Print Name	Title
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <small>DocuSigned by:</small>  <small>31A06C97DDCB4B5...</small> </div>	5/9/2023
Signature	Date

County of Orange, a political subdivision of the State of California

Robert Esparza	Supervising Procurement Contract
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Print Name	Title
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <small>DocuSigned by:</small>  <small>309F2DECD788427...</small> </div>	5/9/2023
Signature	Date

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

ATTACHMENT A SCOPE OF WORK

I. BACKGROUND:

The County of Orange is comprised of 22 Departments and over 18,000 employees located throughout the County. The County's core businesses are public safety, public works, construction management, public health, environmental protection, regional planning, public assistance, social services and aviation. The County of Orange may have over 100+ locations/facilities that may require servicing throughout the County

Contractor is to provide Portable Toilets/Showers and other site rentals and services to various County facilities located throughout the County of Orange on an as needed basis and usage is not guaranteed. Facility locations may be added modified or deleted as needed.

County Departments may have different hours of operations, but all non-urgent services shall be done within regular business hours. Contractor is required to provide Portable Toilets/Showers and other site rentals and services upon request by any County of Orange Department and any other participating government entity.

Usage of this Contract will be on an as needed basis. Usage is not guaranteed.

II. CONTRACTOR REQUIREMENTS:

Contractor shall:

- A. Have a minimum of five (5) years of services experience providing goods and services listed in Section III – Attachment A, Scope of Work for other government entities.
- B. Possess all Federal, State and Local permits, licenses and approvals necessary to provide goods and services required in the Scope of Work. Any associated fees shall be the responsibility of Contractor.
- C. Perform all work in accordance with industry standards and California State Health and Safety Codes.
- D. All portable toilets/showers and other site rentals provided under this Contract shall be in compliance with all applicable Local, State and Federal Laws and any other policy or rule applicable.
- E. Provide a dedicated account manager/sales representative and/or inside customer service representative knowledgeable of the Contract products, to efficiently answer all County questions/inquiries. Contractor account manager/sales representative shall be available during regular business hours to assist County with placement of orders, follow-ups and any other areas requiring assistance within the realm of their responsibility. If account manager/sales representative is not available during regular business hours, Contractor shall provide an alternate contact to answer all County questions/inquiries.
- F. Own or have available a fleet of vehicles adequate to dispatch, carry and handle County deliveries as stated in Attachment A-Scope of Work and these shall meet or exceed all Federal, State, Local Department of Transportation (DOT), and any government regulations. Contractor's vehicles must have a visible Company Logo at all times that will easily identify their vehicles as part of their fleet. Awarded Contractor shall be fully responsible to meet all County requirements, including insurance requirements.
- G. Have vehicles be equipped with a radio dispatch system or mobile telephone access, in addition to required equipment/machinery as needed to provide the services described in Attachment A-Scope of Work.

III. CONTRACTOR'S RESPONSIBILITY:

Contractor shall:

- A. Not require a minimum quantity and/or cost per order, unless other arrangements are made and approved by County Department Site Coordinator. No other minimum delivery requirements shall apply. County does not intend to place multiple small orders, but orders shall be placed at the convenience of each County Department.
- B. Be able to provide rental and services for all portable toilets/showers and other site rentals, including services for County owned portable toilets, throughout the entire County of Orange, located at various Facilities throughout the County of Orange.
- C. Take orders for portable toilets/showers and other site rentals and services from County Department Site Coordinator. *Acceptance of unauthorized orders for all rentals may result in delayed payment while the charge is being investigated.* Contractor shall work independently with each County Department to get a list of approved County Department Site Coordinators.
- D. Provide and maintain a written service log affixed to the inside of the portable toilets/showers and other site rentals that lists the date of each service visit, unless other arrangements are made with each County Department Site Coordinator.
- E. Make delivery arrangements directly with the requesting Department at the time of order for the location specified on the order. Deliveries are expected to be made in full, unless other arrangements are made and mutually agreed upon.
- F. Bill in accordance to the rates listed in Attachment B – Pricing. If Contractor has changes or additional fees are required, Contractor must obtain County Department Site Coordinator approval in writing. County will not pay any amount in excess of project estimate without advance written approval from the County.

IV. ORDERS AND ORDERING METHOD:

- A. Contractor shall provide a written quote for short or long term rentals based on Attachment B – Pricing at the request of County Department Site Coordinator. Written approval of a quote by an authorized County Personnel is required.
- B. Contractor shall have the capability to accept orders through the following methods:
 - 1. Electronic(email/internet)
 - 2. Telephone, with follow up email
- C. Contractor shall not require minimum quantity and/or cost per order. No other minimum delivery requirements shall apply. County does not intend to place multiple small orders, but orders shall be placed at the convenience of each Department.
- D. If an order is placed by 12 p.m. (noon), Contractor shall deliver these by next business day, unless other arrangements are made between County and Contractor.

V. HOURS OF OPERATIONS:

- A. At Contractor's expense, Contractor shall maintain a telephone answering system, which (at a minimum) provides eight (8) hours per day, five (5) days per week live coverage from the hours of 8:00 a.m. to 5:00 p.m. (PDT) and an e-mail address to place all orders, as well as a contact name and phone number for 24-hour access.

*Account Representative Name:	Alexandria Kelly
Telephone No:	508-594-2541
Cell Phone No	508-594-2541
E-Mail Address:	alexandria.kelly@unitedsiteservices.com
AFTER-HOURS CONTACT	

*After Hours Contact Name:	Albert Sanchez
After Hours Telephone No:	818-414-5125
After Hours E-Mail address:	albert.sanchez@unitedsiteservices.com

*Any changes in Account Representative shall be notified in writing to County, County Procurement Buyer listed under Articles 29-Notices.

Holidays Observed by County:

New Year's Day, Martin Luther King Day, Presidents' Day, Lincoln's Birthday, Memorial Day, July 4th, Columbus Day, Labor Day, Veterans Day, Thanksgiving and Day After Thanksgiving and Christmas.

- B. Contractor shall complete all work between the hours of 8:00 am to 5:00 pm (PDT), Monday through Friday, unless other arrangements are made and approved by County Department Site Coordinator.
- C. Contractor shall accommodate County with flexible schedules to meet each Department requirements due to facility structure and/or hours of operations. County and Contractor shall coordinate and agreed upon the day(s) of the week and time of day for rental deliveries and service visits.

VI. PORTABLE TOILETS/SHOWERS RENTAL DESCRIPTIONS:

- A. For purpose of this Contract (Bid solicitation), the dimensions of the portable various rentals listed in Attachment B - Pricing should be similar or as the ones listed below:
 - 1. Standard Portable Toilet (Approx.): Height 88", Width 44", Depth 48"
 - 2. ADA Compliant Portable Toilet (Approx.): Height 90", Width 67"; Depth 86.5" or Height 91", Width 77", Depth x 77
 - 3. Restroom Trailers: Various 2, 4, 6, or 8 Private rooms
 - 4. Single Person Shower Room (Approx.): Height 91", Width 47", Depth 47"
 - 5. Shower Trailers: Various 2, 4, 6, or 8 Private rooms for showers.
 - 6. Portable Toilets/Shower and Restroom/Shower Trailers colors and sizes may vary.
- B. Portable toilets shall be enclosed with a door that can be locked from the inside, properly ventilated and include a urinal, dispensers for toilet paper and disposable paper seat covers and deodorizer.
- C. Portable toilets/showers provided under this contract will be furnished with installed padlock hasps at no additional fees whenever requested by the County Department Site Coordinator.
- D. Portable toilets with sinks should include the liquid soap and paper towels with dispensers and should be replenished every time the portable toilet is serviced.
- E. 2-Station Sink is free standing; and placed outside of portable toilet unit; these shall include liquid soap and paper towels with dispensers.
- F. ADA Restroom shall be compliant with all Americans Disabilities Act (ADA) Regulations, including California Code, Title 24.
- G. Restroom Trailers may have either 2, 4, 6 or 8 private rooms and each one shall have a door that can be locked from the inside, properly lit and ventilated and may or may not include a sink(s). Men's restroom trailer shall also include 2 to 6 urinals. Restroom trailers connected to sewer do not required service, unless requested by County Site Department Coordinator and shall be billed at the rates on Section 3 of Attachment B.
- H. Single person shower rooms are non-heated showers with a door that can be locked from the inside, properly ventilated and lit with shelving keep toiletries or hooks to hang apparel.

- I. Shower Trailers may have 2, 4, 6 or 8 private rooms for showers, with a door that can be locked from the inside (occupancy indicator) for each shower, properly ventilated and lighted, proper drainage, water, electrical and water heating connection ready. Shower trailers may or may not include toilets and sinks.
- J. Showers must have propane tank hook-up capability or other source of heating water that Contractor possesses.
- K. Additional site rentals may be added or deleted at the discretion of the County, throughout the term of the Contract to meet County requirements. The site rental fees or service fees shall be similar to other site rentals in Attachment B or per percentage discount quote.

VII. SHORT TERM PORTABLE TOILET RENTAL:

- A. Short rental term will not exceed seven (7) consecutive calendar days.
- B. County may require temporary placements of portables toilets/showers and other site rentals periodically for special events.
- C. Special events may be held in the designated location or park by County, which requires Contractor to provide portable toilets/showers and other site rentals; Contractor shall accommodate these requests.
- D. Contractor shall extend contract pricing to County's request for these services as categorized in Attachment B for Short Term Rentals.
- E. All rental charges shall include delivery, set-up, and pick-up for each portable unit category.

VIII. LONG TERM PORTABLE TOILET RENTAL:

- A. Long term rental of portable toilets/showers and/or other site rentals under this Contract shall be billed on a monthly billing cycle and may be cancelled by the County with 24 hour notice to Contractor.
- B. The charges for long term toilets/showers that are cancelled during the course of a billing cycle shall be billed per unit cost and the number of times the portable toilet/showers or other site rental was serviced.
- C. Charges for additional services for long term rental shall be according to the Service Cost as listed in Attachment B – Pricing.

IX. SERVICES:

- A. Service visits shall include maintenance such as: waste disposal, remove litter, clean and disinfect interior surfaces, provide and replenish toilet paper, seat covers, liquid soap and paper towels when included and needed; remove graffiti from interior and exterior of portable toilets/showers and other site rentals, perform repairs as needed to make the equipment usable and maintain user privacy. Service visits for restroom/shower trailers with sewer connection, County shall be responsible to restock toiletries supplies, unless other arrangements are made by County Department Site Coordinator.
- B. Service visits to restroom/shower trailers with no sewer connection, shall include services listed on 8.1 (when applicable) and bill at the rates in Attachment B. Restroom/Shower trailers with sewer connection shall not be serviced, unless requested and arrangements are made with each respective County Department Site Coordinator. Otherwise, County shall be responsible to replenish all supplies for use of rental units.
- C. Upon request by the County for propane tanks for showers; service for showers shall include monitoring of propane tank levels, notifying County Site Coordinator when levels are low and providing refill and/or replacement of propane tanks when needed.
- D. Services for all Portable toilets/showers and other site rentals that cannot be repaired to usable condition on site must be replaced within 48 hours from discovery of issue and reported to County Department Site Coordinator.

- E. Contractor is responsible for proper and lawful disposal of all waste removed from all portable toilets/showers and other site rentals.
- F. County owned portable toilets and holding tank equipment must be serviced equally and/or exceed industry standards at the fees listed in Attachment C - Pricing.
- G. The fees for services shall include all fees to provide service maintenance/repairs, round trip transportation charges (mileage, fuel & fuel surcharges, etc.) delivery/set-up fees, removal and pick-up. The fees for portable toilets/SP showers shall also include loss limit insurance.

X. PLACEMENTS OF PORTABLE TOILETS/SHOWERS:

- A. County and Contractor will coordinate the placements of portable toilets/showers and other site rentals to accommodate the intended users and to allow access for service by Contractor at all times.
- B. At the County's direction, Contractor shall secure portable toilets/showers and other site rentals sited on soil or mulch with stakes or other attachment methods to prevent the unit from being tipped.
- C. No portable toilets/showers and/or other site rentals sited on turf shall be staked.

XI. REMOVAL OF TOILETS/SHOWER:

- A. Contractor shall remove portable toilets/showers and/or other site rentals rented by the County for special events within forty-eight (48) hours after the event closes. No unit rental charges shall be accepted after notice unless other arrangements are made and approved by County Department Site Coordinator.
- B. Longer term portable toilets/showers and/or other site rentals shall be removed by the end of third business day following notice of written cancellation by County.

XII. PADLOCKS:

- A. Portable toilets/showers and/or other site rentals access gates leading to rentals location will be padlocked at the County's discretion. Contractor shall coordinate with each County Department Site Coordinator accordingly.
- B. Contractor is not authorized to duplicate County Department keys and shall request replacement or additional keys from the County Department Site Coordinator.
- C. County will provide Contractor with a minimum of two (2) keys for each padlocked location.

XIII. DELIVERY AND SET-UP CHARGES:

- A. All site rentals initial delivery/set up/hook-up and removal fees shall be all inclusive in the unit rental price, unless a request by County Department Site Coordinator to move the same site rental unit/trailer at a separate time and location is made after initial delivery and set up.
Under such circumstance, delivery and set up fees under Attachment B "Moving Fees" may be applicable. No overtime rate shall be paid, unless prior approval in writing by County Department Site Coordinator

XIV. TEMPORARY FENCING:

- A. Contractor shall be able to provide temporary fencing rentals and services, including all necessary hardware and tools needed to deliver/setup and remove/pick-up as per Attachment B-Pricing.
- B. Initial delivery/set up cost and removal/pick-up cost shall be all inclusive in the unit price on Attachment B- Pricing "Section 4", unless a request by County to move the temporary fence after initial delivery/set up at a different time and to another location is requested by County Department Site Coordinator. Under such circumstance, charges under Attachment B- Section 4 "Temporary Fence-Delivery/Set up Fees" may be applicable. No overtime rate shall be paid, unless prior approval in writing by County Department Site Coordinator.

- C. Contractor shall provide a written estimate for all temporary fencing and shall obtain written approval from County Department Site Coordinator prior to delivery of rental or start of project. If changes or additional fees are required, Contractor shall immediately contact the County Department Site Coordinator for approval. County will not pay any amount in excess of project estimate without advance written approval from the County.
- D. Contractor shall remove from the site and properly dispose of all trash after the completion of each project. County trash bins or dumpsters shall not be used for this purpose, unless authorized by County Department Site Coordinator.
- E. Contractor shall provide rentals and repairs on temporary fencing at the rates set in Attachment B- Pricing, Section 4.
- F. Prevailing Wages for the craft of Fence Builder (Carpenter) may be applicable on some projects. Contractor shall have written approval by the County Site Coordinator prior to starting any project that requires prevailing wages.
- G. Contractor shall work individually with each County Department Site Coordinator and shall be able to accommodate each facility hours of operations as requested. County Departments may have different hours of operations but all non-urgent services shall be done within each Department regular business hours, even if these differ from listed hours.

XV. LOSS LIMIT INSURANCE:

- A. The fee per service listed in Attachment B shall include Loss Limit Insurance with a maximum \$100 deductible. In the event that Contractor suffers the total loss of a portable toilet rented to the County due to negligence or intentional acts of vandalism, the County's liability for replacement of said portable toilet is limited to a maximum of \$100 per individual occurrence. Contractor is responsible for repair of damage or vandalism that does not exceed the portable toilet/shower replacement value.

XVI. EMERGENCY ORDER REQUESTS:

- A. Contractor shall accept emergency service requests under the following circumstances:
 - 1. Contractor fails to adequately service portable toilet/shower during regular scheduled service leaving the toilet/shower unusable. This service will be provided at no additional cost to the County.
 - 2. For reasons beyond the control of Contractor or County, portable toilet/shower that requires service in addition to the regularly scheduled service.
- B. Contractor shall bill for emergency service at the rate listed in Attachment B- Pricing. This fee is per call and service is required on the same day it was requested, unless arrangements are made with County Department Site Coordinator.
- C. Contractor shall obtain a written consent from the County Department Site Coordinator prior to providing this type of service.
- D. Contractor shall bill the emergency rate on top of the Additional Service Charge as listed on Attachment B- Pricing.
- E. All emergency deliveries shall be coordinated with each respective ordering site coordinator or Department.
- F. The Intent of this Contract is for daily operations; however, in an Emergency Event or Declared Disaster by the County, Contractor shall service the County during such an emergency under the same terms and conditions that apply during regular standard non-emergency/disaster conditions. This Contract may be subject to unusual usage. Emergency Events or Declared Disasters may be rare occurrences.

XVII. OTHER SITE RENTALS:

- A. This Contract allows for other site rentals and services based on quotes as per Department's

needs and specifications. Usage is not guaranteed. Quotes shall be based on the Contractor's price list, less % discount listed. Quotes shall be inclusive of all fees, if not listed under Attachment C. All quotes must be approved in writing by County Department Site Coordinator. A copy of the quote may be required at time of invoice. Invoice shall show percentage (%) discount on the invoice description.

- B. Quotes for other site rentals and services shall be reviewed and approved in writing by respective County Department Site Coordinator.

XVIII. CONTRACTS AWARD AND TRANSITION:

- A. Current Contractor shall keep all units at current locations until contacted by County Department Site Coordinator to coordinate the removal of rental units and its replacements under new Contract. Current Contractor, new awarded Contractor and County Department Site Coordinator shall work together to ensure for a smooth transition, minimize disruption of County operations and insure uninterrupted services.
- B. Current Contractor shall continue to service all rental units until a replacement is installed or given specific instructions by each County Department Site Coordinator.
- C. All schedules and/or appointments shall be coordinated with the County Department Site Coordinator from each County Department. Current Contractor may be required to provide a current list of all rentals under this Contract to County Department Site Coordinator.
- D. Current Contractor shall remove portable toilets in such manner to keep damage to strict minimal and shall repair damage area to the County property (if any) as to follow and respect all applicable safety codes. Damages shall be reported immediately to County Department Site Coordinator.
- E. New awarded Contractor shall work and coordinate with each County Department Site Coordinator to minimize interruption of services during transition of removal of previous Contractor's rental equipment and the set-up of new equipment and services.
- F. Current Contractor shall complete the removal of their respective rental equipment by no later than the last day of their contract term. New awarded Contractor shall start set-up of rental equipment at the start of their Contract term. This transitional period shall not exceed 60 calendar days for current Contractor and new awarded Contractor.
- G. Final and last invoice for current Contractor, under no circumstances current Contractor's final invoice shall surpass their Contract expiration date. No exceptions.
- H. Initial invoice for new awarded Contractor shall start on Contract start date. No exceptions.

XIX. COUNTY RESPONSIBILITIES:

- A. County shall appoint a County Department Site Coordinator for each department and/or service order, including a telephone number. An additional County phone number shall be provided as a back-up contact.
- B. County Department Site Coordinator shall ensure Contractor access to all County service locations and site facilities.
- C. County Departments shall be responsible for amending their subordinate Contracts as facilities may be added or deleted and service hours may be increased or decreased at a given location at any time during the term of the Contract.
- D. The County will provide a minimum 24-hour advance notice when ordering toilet/shower rentals and other site rentals and services for delivery. Any rentals/services ordered after 12:00 p.m. (Noon) shall be delivered by the next business day, unless the County Department Site Coordinator specifies a later day.
- E. County Departments shall provide Contractor with a list of County staff authorized to place orders under this Contract for their Department.

XX. SECURITY REQUIREMENTS:

The County operates several secured facilities: most notable are several Probation, District Attorney's, Sheriff, and Airport operated sites. Contractors and their employees who perform services in these facilities will be required to strict operation policies and may be required to pass a background check prior to their employment due to security requirements for certain facilities covered under this Contract. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Workers shall have no contact verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

- A. Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by Contractor and approved by the County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.
- B. Contractor shall prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to secured facilities.
- C. Security Clearance forms shall be submitted at least five (5) working days prior to the start of work or prior to the use of any person subsequent to the start of work.
- D. Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
- E. No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport.
- F. The County, John Wayne Airport, the Probation Department and the Sheriff's Department are not under any obligation to give a reason clearance is denied.
- G. Contractor shall be responsible to sign in with the County Site Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation) Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

Specifically:

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

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

- H. Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.

“The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport”.

All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff's Department Airport Detail Office for proper handling.

The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff's Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.

- I. All vehicles parked on-site shall be locked and thoroughly secured at all times.
- J. All equipment and materials shall remain in Contractor possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff's facilities.
- K. Personnel shall not smoke or use profanity or other inappropriate language while on-site.
- L. Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
- M. Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
- N. Contractor employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.

XXI. MISCELLANEOUS CLAUSE

Contractor shall provide a quote for items not listed under Attachment A.

Miscellaneous items not listed in the Contract, may be purchased off this Contract. Contractor will provide requesting department with quote and process order once the County department has authorized the order in writing.

Prices shall include all costs, but not limited to, overhead, all necessary labor, transportation, freight, delivery and/or shipping/handling fees, fuel/fuel surcharges, mileage, storage, self-imposed fees and any other costs necessary to provide the item/s requested.

In addition to the commodity requirements and all other terms and conditions provided herein, Contractor shall satisfy the following billing/invoicing procedures for miscellaneous items not named specifically on this attachment. Failure to follow these procedures fully may delay payment of miscellaneous items.

- A. An authorized County Department staff member will contact the Contractor to obtain a written quote for any items needed that are not listed above or are of a different quantity than specified.
- B. An authorized County Department staff must obtain a quote for items on the Contract if purchased in different quantities than listed on the Contract.

- C. Contractor to include all charges in the quote including but not limited to; initial set-up fees and/or color matching fees, rush charges (if applicable) and shipping charges.
- D. If the authorized County Department staff member finds the quote satisfactory, the authorized staff member will sign the quote and email or fax it back to the vendor authorizing the purchase. The Contractor under no circumstance shall release or deliver any miscellaneous items without a written quote signed by an authorized County Department staff member, in their possession.
- E. Contractor must attach with the invoice a copy of the matching quote with the authorized County Department staff member signature.
- F. The agency/department shall certify on the invoice that the prices are per the signed quote.

ATTACHMENT B
PRICING AND COMPENSATION

- I. COMPENSATION:** This is a fixed fee Contract between the County and Contractor for Portable Toilets/Showers & Other Site Rentals and Services as provided in Attachment A, Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, tax, shipping, freight, insurance requirements required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. County has no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with Articles "C" – Amendments and "P" – Changes of County's General Terms and Conditions.

- II. PRICING:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

SECTION 1 – SHORT TERM PORTABLE TOILETS/SHOWERS RENTAL		
(NOT TO EXCEED SEVEN (7) DAYS)		
ITEM NO	ITEM DESCRIPTION	UNIT RENTAL PRICE
1	Standard Portable Toilet	\$ 65.00
2	Standard Portable Toilet with Sink	\$ 95.00
3	2 Station Sink	\$ 70.00
4	ADA Portable Toilet	\$ 80.00
5	ADA – 2 Station Sink	\$ 85.00
6	Portable Toilet, Flush Unit	\$ 150.00
7	Containment Tray	\$ 10.00
8	Restroom Trailers - 2 Private Rooms	\$ 700.00
9	Restroom Trailers - 4 Private Rooms	\$ 1,400.00
10	Restroom Trailers - 6 Private Rooms	\$ 4,500.00
11	Restroom Trailers - 8 Private Rooms	\$ 6,000.00
12	Single Person Non-Heated Shower Room	\$ 150.00
13	Shower Trailers – 2 Private Rooms	\$ 1,100.00
14	Shower Trailers – 4 Private Rooms	\$ 2,200.00
15	Shower Trailers – 6 Private Rooms	\$ 4,000.00
16	Shower Trailers – 8 Private Rooms	\$ 6,000.00

SECTION 2 – LONG TERM PORTABLE TOILETS/SHOWERS RENTAL (OVER EIGHT (8) DAYS)		
ITEM NO	ITEM DESCRIPTION	UNIT RENTAL PRICE
1	Standard Portable Toilet	\$ 10.00
2	Standard Portable Toilet with Sink	\$ 20.00
3	ADA Portable Toilet	\$ 20.00
4	2 Station Sink	\$ 15.00
5	ADA – 2 Station Sink	\$ 15.00
6	Containment Tray	\$ 10.00
7	Portable Toilet, Flush Unit	\$ 150.00
8	250 Gal Holding Tank	\$ 20.00
9	150 Gal Holding Tank	\$ 20.00
10	Containment Tray	\$ 10.00
11	Restroom Trailers - 2 Private Rooms	\$ 1,400.00
12	Restroom Trailers - 4 Private Rooms	\$ 2,800.00
13	Restroom Trailers - 6 Private Rooms	\$ 6,000.00
14	Restroom Trailers - 8 Private Rooms	\$ 10,000.00
15	Single Person Non-Heated Shower Room	\$ 300.00
16	Shower Trailers – 2 Private Rooms	\$ 2,200.00
17	Shower Trailers – 4 Private Rooms	\$ 4,400.00
18	Shower Trailers – 6 Private Rooms	\$ 8,000.00
19	Shower Trailers – 8 Private Rooms	\$ 12,000.00

SECTION 3 – CLEANING SERVICES FOR LONG TERM RENTALS (OVER EIGHT (8) DAYS)			
Item No	Item Description	UOM	Service Cost
1	Cleaning Service Only - Standard Portable Toilet, County Owned	Per Visit	\$ 15.00
2	Standard Portable Toilet	Per Visit	\$ 15.00
3	Standard Portable Toilet with Sink	Per Visit	\$ 17.00
4	ADA Portable Toilet	Per Visit	\$ 16.00
5	250 Gal Holding Tank	Per Visit	\$ 40.00
6	Containment Tray	Per Visit	\$ 10.00
7	Portable Toilet, Flush Unit	Per Visit	\$ 150.00

8	Restroom Trailer (Sewer Connected) – if requested by County	Per Visit	\$ 200.00
9	2 Station Sink	Per Visit	\$ 50.00
10	ADA – 2 Station Sink	Per Visit	\$ 50.00
11	250 Gal Holding Tank	Per Visit	\$ 65.00
12	150 Gal Holding Tank	Per Visit	\$ 65.00
13	Restroom Trailers (no sewer connection) - 2 Private Rooms	Per Visit	\$ 300.00
14	Restroom Trailers (no sewer connection) - 4 Private Rooms	Per Visit	\$ 325.00
15	Restroom Trailers (no sewer connection) - 6 Private Rooms	Per Visit	\$ 350.00
16	Restroom Trailers (no sewer connection) - 8 Private Rooms	Per Visit	\$ 400.00
17	Single Person Non-Heated Shower Room	Per Visit	\$ 100.00
18	Shower Trailers (no sewer connection) – 2 Private Rooms	Per Visit	\$ 350.00
19	Shower Trailers (no sewer connection) – 4 Private Rooms	Per Visit	\$ 375.00
20	Shower Trailers (no sewer connection) – 6 Private Rooms	Per Visit	\$ 400.00
21	Shower Trailers (no sewer connection) –8 Private Rooms	Per Visit	\$ 425.00

SECTION 4 – TEMPORARY FENCING RENTALS AND REPAIRS				
TEMPORARY FENCING - 6' HIGH PANEL FENCING				
Item No	Item Description	UOM	Period of Time	Unit Price
1	Rental Rate - Panel Fencing 6' High	Linear Foot	0-1 Month	\$ 2.25
2	Rental Rate - Panel Fencing 6' High	Linear Foot	1-6 Months	\$ 2.50
3	Rental Rate - Panel Fencing 6' High	Linear Foot	6-12 Months	\$2.75
TEMPORARY FENCING - 6' HIGH POST IN GROUND FENCING				
Item No	Item Description	UOM	Period of Time	Unit Price
4	Rental Rate - Post in Ground 6' High	Linear Foot	0-1 Month	\$ 1.85
5	Rental Rate - Post in Ground 6' High	Linear Foot	1-6 Months	\$ 2.10
6	Rental Rate - Post in Ground 6' High	Linear Foot	6-12 Months	\$ 2.35

SECTION 4 - REPAIR SERVICES FOR TEMPORARY FENCING				
Item No	Item Description		UOM	Rate
7	Fence Builder (Business Hours, 7am -5pm, Monday-Friday)	Non-Prevailing Wages	Hourly	\$ 75.00
8	Fence Builder (Business Hours, 7am -5pm, Monday-Friday)	Prevailing Wages	Hourly	\$ 66.23
9	Fence Builder (After Hours, 5pm-7am, Monday- Friday)	Non-Prevailing Wages	Hourly	\$ 150.00
10	Fence Builder (After Hours, 5pm-7am, Monday- Friday)	Prevailing Wages	Hourly	\$ 87.80
11	Fence Builder (Holidays/Weekends - Saturday-Sunday, Anytime)	Non-Prevailing Wages	Hourly	\$ 250.00
12	Fence Builder (Holidays/Weekends - Saturday-Sunday, Anytime)	Prevailing Wages	Hourly	\$ 109.37

SECTION 4 - DELIVERY/ SET-UP FEES FOR TEMPORARY FENCING			
Item No	Item Description	UOM	Unit Price
13	Delivery/Set-Up (Business Hours, 7am-5pm, Monday-Friday)	Hourly	\$ 150.00
14	Delivery/Set-Up (After Hours, 5pm-7am, Monday-Friday)	Hourly	\$ 300.00
15	Delivery/Set-Up (Holidays/Weekends – Saturday-Sunday, Anytime)	Hourly	\$ 500.00

SECTION 5 – ADDITIONAL MISCELLANEOUS FEES			
Item No	Item Description	UOM	Cost Per Visit
1	Additional Service Weekdays for Portable Toilets/ SP Showers and Restroom/Shower Trailers: Monday– Friday, 7:00 am to 5:00 pm (PDT). This cost will be on top of the service cost.	Per Unit	\$ 35.00
2	Additional Service Weekdays for Portable Toilets/ SP Showers and Restroom/Shower Trailers: Monday– Friday, 7:00 am to 5:00 pm (PDT). This cost will be on top of the service cost.	Per Trailer	\$ 100.00
3	Additional Service on the Weekends, Holidays, and After Hours for Portable Toilets/SP Showers and Restroom/Shower Trailers.	Per Unit	\$ 225.00
4	Additional Service on the Weekends, Holidays, and After Hours for Portable Toilets/SP Showers and Restroom/Shower Trailers.	Per Trailer	\$ 450.00
5	Emergency Call Fees (same day) Service Visit for Portable Toilets/SP Showers and restroom/shower	Per Unit	\$ 75.00

	trailer): Monday–Friday, 7:00 am to 5:00 pm; (PDT). 4 Hour Response Time. (This cost will be on top of the service Cost)		
6	Emergency Call Fees (same day) Service Visit for Portable Toilets/SP Showers and restroom/shower trailer): Monday–Friday, 7:00 am to 5:00 pm; (PDT). 4 Hour Response Time. (This cost will be on top of the service Cost)	Per Trailer	\$ 150.00
7	Emergency Call fees (same day) Service Visit for Portable all rentals on the Weekends, Holidays, and County afterhours. 4 Hour Response Time. (This cost will be on top of the service Cost)	Per Call (Unit)	\$ 325.00
8	Emergency Call fees (same day) Service Visit for Portable all rentals on the Weekends, Holidays, and County afterhours. 4 Hour Response Time. (This cost will be on top of the service Cost)	Per Call (Trailers)	\$ 550.00
9	Weekends/Holidays & Afterhours delivery or Pick Up charge (Unlimited number of Toilets/SP Showers, not trailers). Per call, not unit.	Per Call	\$ 1,500.00
10	Weekends/Holidays & Afterhours delivery or Pick Up charge. (Restroom/Shower Trailers). Per call	Per Call	\$ 750.00
11	Emergency Delivery or Pick-up Cost (Unlimited number of Portable Toilets/SP Showers). Per call	Per Call	\$ 1,500.00
12	Emergency Delivery or Pick-up Cost for Restroom/Shower Trailers. Per Call	Per Call	\$ 750.00
13	Staking Portable Toilets/SP Showers to the ground. (Perform as needed)	Per Unit	\$ 25.00
14	Chaining Portable Toilet/SP Shower to a tree/post. Perform as needed/requested.	Per Unit	\$ 125.00
15	Moving Fees–Standard Portable Toilets/SP Showers	Per Call	\$ 30.00
16	Moving Fees - Standard Portable Toilet w/Sink	Per Call	\$ 35.00
17	Moving Fees - Portable Toilet, Flush Unit	Per Call	\$ 35.00
18	Moving Fees - 250 Gal Holding Tank	Per Call	\$ 125.00
19	Moving Fees - 150 Gal Holding Tank	Per Call	\$ 125.00
20	Moving Fees - ADA Portable Toilet	Per Call	\$ 40.00
21	Moving Fees - ADA 2 Station Sink	Per Call	\$ 40.00
22	Moving Fees – Single person No-Heat Shower Rm	Per Call	\$ 40.00
23	Moving Fees – Toilet/Shower Trailers	Per Trailer	\$ 450.00
24	Hook Up Fee (Optional-250 Gal Holding Tank)	Per Install	\$ 125.00
25	Hook Up Fees (Restroom/Shower Trailer, all inclusive).	Per Install	\$ 295.00
26	Hand Sanitizer (For Short Term Rentals)	Per Unit	\$ 25.00
27	Hand Sanitizer (For Long Term Rentals)	Per Unit	\$ 45.00

28	Propone Tank or Other Source	Per Unit	\$ 50.00
29	Service Fee for Refilling and/or Replacing Propone Tank or Other Source	Per Call	\$ 125.00

III. MISCELLANEOUS CLAUSE: Contractor shall provide a quote for items not listed under Attachment A, which shall not exceed \$10,000.00 per invoice.

Miscellaneous items not listed in the Contract, may be purchased off this Contract. Contractor will provide requesting department with quote and process order once the County department has authorized the order in writing.

Prices shall include all costs, but not limited to, overhead, all necessary labor, transportation, freight, delivery and/or shipping/handling fees, fuel/fuel surcharges, mileage, storage, self-imposed fees and any other costs necessary to provide the item/s requested.

In addition to the commodity requirements and all other terms and conditions provided herein, Contractor shall satisfy the following billing/invoicing procedures for miscellaneous items not named specifically on this attachment. Failure to follow these procedures fully may delay payment of miscellaneous items.

- A. An authorized County Department staff member will contact the Contractor to obtain a written quote for any items needed that are not listed above or are of a different quantity than specified.
- B. An authorized County Department staff must obtain a quote for items on the Contract if purchased in different quantities than listed on the Contract.
- C. Contractor to include all charges in the quote including but not limited to; initial set-up fees and/or color matching fees, rush charges (if applicable) and shipping charges.
- D. If the authorized County Department staff member finds the quote satisfactory, the authorized staff member will sign the quote and email or fax it back to the vendor authorizing the purchase. The Contractor under no circumstance shall release or deliver any miscellaneous items without a written quote signed by an authorized County Department staff member, in their possession.
- E. Contractor must attach with the invoice a copy of the matching quote with the authorized County Department staff member signature.
- F. The agency/department shall certify on the invoice that the prices are per the signed quote.

IV. 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 180-days advance notice in writing is required to request such adjustment. Any price increases require prior written approval by the County. 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

V. FIRM DISCOUNT AND PRICING STRUCTURE: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

VI. 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.

VII. PAYMENT TERMS: Payment will be net thirty (30) calendar days after receipt of an invoice in a format acceptable to County. Invoices will be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction.

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

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

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

- A. Contractor's name and address
- B. Contractor's remittance address, if different from (A.), above
- C. Name of County department
- D. Contract number must be referenced on all invoices
- E. Delivery/service address
- F. Service date(s) – Month of Service
- G. Product/service description, quantity and prices
- H. Sales tax, if applicable
- I. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
- J. Total

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

***Please send invoices according to the instructions by each Department.**

IX. ELECTRONIC FUNDS TRANSFER: The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the DPA.

United Site Services of California, Inc.

1160 North Fee Ana St
ANAHEIM, CA 92807



Salesperson Contact

Yessica Rodriguez
Mobile: +1 909-936-9848
Office:
Fax:
yessica.rodriguez@unitedsiteservices.com

ATTACHMENT II

Site Service Quotation

Quote No.: 414-2581234

Quote Date: 03/24/25

Quote Expires: 04/23/25

Sell To: CITY OF IRVINE
Bryan Tuschhoff
20 Lake Rd
IRVINE, CA 92604

Ship To: CITY OF IRVINE
Mike Ward Park - trailer
20 Lake Rd
IRVINE, CA 92604

Cust. #: LAX-00080
Phone: 949-300-3888

Attn: Bryan Tuschhoff
Phone: 949-300-3888
Terms: Due Upon Receipt

Item	Unit	Quantity	From	Thru	Unit Price	Total Price
4 Stall Restroom Trailer	EA	1	03/26/25	03/24/26	2,800.00	36,400.00
Weekly Service 1X/week (\$325 per svc)	EA	1	03/26/25	03/24/26	1,300.00	16,900.00
4 Stall Restroom Trailer Subtotal:						53,300.00

Accepted: _____ Date: _____

Remit To: United Site Services, PO Box 660475, Dallas, TX 75266-0475

NOTE: Total prices have been calculated for 13 billing periods. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

Subtotal: 53,300.00
Tax: 2,821.00
Total: 56,121.00