



**NOTICE AND CALL OF A SPECIAL MEETING OF
THE ORANGE COUNTY FIRE AUTHORITY
BOARD OF DIRECTORS**

A Special Meeting of the
Orange County Fire Authority Board of Directors
has been scheduled for July 13, 2017
at 5:00 p.m.

The meeting will be held at:
Orange County Fire Authority
Regional Fire Operations & Training Center
Board Room
1 Fire Authority Road
Irvine, CA

The business to be transacted at the meeting will be
as shown on the attached Agenda.

Opportunity will be provided for members of the public to address the
Orange County Fire Authority Board of Directors
regarding any item of business as described on the Agenda.

Elizabeth Swift, Chair



ORANGE COUNTY FIRE AUTHORITY

AGENDA

BOARD OF DIRECTORS SPECIAL MEETING

Thursday, July 13, 2017

5:00 P.M.

Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road

Irvine, CA 92602

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the Board of Directors after the posting of this agenda are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact Sherry A.F. Wentz, Clerk of the Authority, at (714) 573-6040 Monday through Thursday, and every other Friday from 8 a.m. to 5 p.m. and available online at <http://www.ocfa.org>

If you wish to speak before the Fire Authority Board, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the Clerk of the Authority prior to being heard before the Board. Speaker Forms are available at the counters of both entryways of the Board Room.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Clerk of the Authority at (714) 573-6040.

CALL TO ORDER

INVOCATION by OCFA Chaplain Jeff Hetschel

PLEDGE OF ALLEGIANCE by Director Gamble

ROLL CALL

1. **PRESENTATIONS**

No items.

PUBLIC COMMENTS

Resolution No. 97-024 established rules of decorum for public meetings held by the Orange County Fire Authority. Resolution No. 97-024 is available from the Clerk of the Authority.

Any member of the public may address the Board on items within the Board's subject matter jurisdiction but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person. Please address your comments to the Board as a whole, and do not engage in dialogue with individual Board Members, Authority staff, or members of the audience.

The Agenda and Minutes are now available through the Internet at www.ocfa.org. You can access upcoming agendas on the Monday before the meeting. The minutes are the official record of the meeting and are scheduled for approval at the next regular Board of Directors meeting.

2. MINUTES

No items.

3. CONSENT CALENDAR

No items.

4. PUBLIC HEARING(S)

No items.

5. DISCUSSION CALENDAR**A. Increase of Contingency Funds Tenant Improvements for Urban Search and Rescue Warehouse and Training Center**

Submitted by: Dave Anderson, Assistant Chief/Support Services Department

Recommended Actions:

1. Authorize an additional \$100,000 to the existing 15% contingency amount (\$92,439) for a new contingency total of \$192,439 and a total project amount not to exceed \$808,697.
2. Authorize staff to increase FY 2017/18 General Fund (121) appropriations in the amount of \$100,000 to fund the increased contingency.
3. Authorize a change order to the existing contract with ICS for additional soil removal and treatment in the amount of \$8,910, bringing the contract amount from \$21,788 to a new total of \$30,698.
4. Authorize a change order in the amount of \$29,106 to completely remove concrete foundations discovered after removal of the slab.

B. Change Order and Contract Increase for the Audio Video Systems Upgrade Project

Submitted by: Dave Anderson, Assistant Chief/Support Services Department

Recommended Actions:

Approve and authorize the Purchasing Manager to process the change order to replace the electronic voting system that is part of the public works Audio Video (AV) upgrade project, to execute the 2nd amendment of the contract, and to increase Purchase Order P0009974 by \$62,979.97 for a new project total of \$626,505.49.

BOARD MEMBER COMMENTS

ADJOURNMENT - The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for July 27, 2017, at 6:00 p.m.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby, front gate public display case, and website of the Orange County Fire Authority, Regional Fire Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 12th day of July 2017.

Martha Halvorson, CMC
Assistant Clerk of the Authority

UPCOMING MEETINGS:

Claims Settlement Committee (Cancelled)	Thursday, July 27, 2017, 5:00 p.m.
Executive Committee Meeting	Thursday, July 27, 2017, 5:30 p.m.
Board of Directors Meeting	Thursday, July 27, 2017, 6:00 p.m.
Budget and Finance Committee Meeting	Wednesday, August 9, 2017, 12:00 noon



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
July 13, 2017

Agenda Item No. 5A
Discussion Calendar

Increase of Contingency Funds Tenant Improvements for Urban Search and Rescue Warehouse and Training Center

Contact(s) for Further Information

Dave Anderson, Assistant Chief daveanderson@ocfa.org 714.573.6006
Support Services Department

Patrick Bauer, Property Manager patrickbauer@ocfa.org 714.573.6471

Summary

This agenda item seeks an increase in the project contingency amount for the tenant improvement project at the Urban Search and Rescue (USAR) Warehouse and Training Center currently being performed by Hoffman Management and Construction Corp., the lowest responsive and responsible bidder, responding to formal bid RO2161.

Prior Board/Committee Action

At the January 26, 2017, meeting, the Board of Directors awarded a contract to Hoffman Management and Construction Corp. in the amount of \$616,258 as well as a 10% contingency in the amount of \$61,625.

At the June 22, 2017, meeting, the Executive Committee increased the contingency amount from 10% of the total project amount (\$61,625) to 15%, or (\$92,439), for a total project amount of \$708,697.

RECOMMENDED ACTION(S)

1. Authorize an additional \$100,000 to the existing 15% contingency amount (\$92,439) for a new contingency total of \$192,439 and a total project amount not to exceed \$808,697.
2. Authorize staff to increase FY 2017/18 General Fund (121) appropriations in the amount of \$100,000 to fund the increased contingency.
3. Authorize a change order to the existing contract with ICS for additional soil removal and treatment in the amount of \$8,910, bringing the contract amount from \$21,788 to a new total of \$30,698.
4. Authorize a change order in the amount of \$29,106 to completely remove concrete foundations discovered after removal of the slab.

Impact to Cities/County

Not Applicable.

Fiscal Impact

A FY 2017/18 budget adjustment of \$100,000 is requested to cover anticipated Change Order expenses.

Background

On January 26, 2017, the Board of Directors approved a contract award to Hoffman Management and Construction Corp. in the amount of \$616,258 along with an additional 10% (\$61,625) allowance for any unforeseen conditions that may arise during construction, for a total not to exceed amount of \$677,883. Any use of contingency funds for emergency purposes, unforeseen conditions effecting construction schedule or owner directed changes were to be reported back to the Executive Committee at the next available meeting in an effort to keep the Board apprised of project status.

While planned construction was being completed to upgrade the cement slab flooring, large concrete foundations were discovered under the slab, along with the discovery of contaminated soil. Therefore, at the June 22, 2017, Executive Committee meeting, staff recommended an increase in the existing contingency amount from 10% of the total project amount (\$61,625) to 15%, or \$92,439, to cover the costs of soil remediation based on the best estimates available at that time.

During the initial soil remediation process, staff determined that it will be in OCFA's best interest to treat the site based on residential guidelines due to the use of the warehouse as a training facility and classrooms. This means that additional soil remediation work needs to be performed resulting in the potential cost increases and change orders totaling \$42,880 as follows:

- ICS Contract - Soil Remediation: estimated cost and change order of \$8,910 (requires Board approval since the change order exceeds the original contract amount with ICS by more than 15%)
- GSI Environmental Services – Independent Consulting on Soil Issues: estimated cost and change order of \$3,600 (this contract change is within the authority delegated to management)
- Pacific Plumbing: estimated cost of \$2,500 for plumbing repair in connection with above (this blanket order amount is within the authority delegated to management)
- Hoffman Construction: potential project delay costs of \$27,870, pending negotiation

Optional work is to consider complete removal of the concrete foundations currently in the ground. Staff recommends removing concrete printing press foundations to completely mitigate any future concerns that may arise should the building ever be sold and eliminating the need to disclose the fact that there are partial foundations remaining in the ground. However, there is the potential of discovering additional unknowns should this option be chosen that may lead to additional costs. Initial visual and potholing suggest there is no surface level contamination in the other areas containing press foundations. Staff is seeking either concurrence from the Board, or alternative direction regarding the removal of these concrete foundations. While this work will add additional construction delays and additional costs (estimated at \$29,106), it would be beneficial and more cost-effective to perform this optional work before replacing the concrete slab should the building be sold in the future or used for other purposes. The cost of this additional work has been included by staff in the \$100,000 funding request.

Due to unforeseen conditions and increased volume of contaminated soil, staff is recommending the Board increase the existing contingency funds by an additional \$100,000 from \$92,439 to \$192,439 for a new total project amount not to exceed \$808,697. The work to be performed

includes but is not limited to soil removal and treatment, backfilling, sampling, testing, and underground utility repair.

Staff will continue to report each use of contingency funds at monthly Executive Committee meetings and in compliance with the newly adopted Project Contingency Use policy.

Attachments:

1. Change Order Spreadsheet
2. Amendment Number One to Soil Excavation and Disposal Services Agreement
3. Amendment Number Two to GSI Environmental Inc. Agreement

Change Order Request (COR)	Date	Amount	Comments
COR 1	4/6/2017	\$3,016.00	Siesmic bracing changes
COR 2	4/10/2017	\$4,388.00	Electrical conduit repair
COR 3	4/27/2017	\$2,190.00	Bollard modifications
COR 4	5/11/2017	\$4,981.00	Bollard reinforcement and ADA railing compliance
COR 5	6/1/2017	\$423.00	Offset ductwork for ventillation system
COR 6	NA	\$0.00	
COR 7	6/8/2017	\$11,678.00	Increased costs of slab concrete removal
COR 8	6/12/2017	\$9,027.00	Partial demolition of concrete vaults
GSI (consultant)	6/8/2017	\$9,800.00	Environmental sampling and laboratory testing upon initial discovery of smelly soil
ICS (soil remoal)	6/14/2017	\$21,788.00	Removal and treatment of soil
GSI Change Order	6/15/2017	\$3,600.00	Field screening of soil removal process and laboratory testing
Project Delays		\$27,870.00	Assumption based on 30 lost working days at \$929 per day
GSI Change Order		\$3,600.00	Environmental monitoring
ICS Change Order		\$8,910.00	Soil Remediation
Complete Pit Removal COR 9	Option	\$29,106.00	While these do not pose an environmental risk, the structures would have to be disclosed as a current condition that could effect future value.
Plumbing Repair		\$2,500.00	

Total \$142,877.00

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER ONE
TO SOIL EXCAVATION AND DISPOSAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER ONE TO SOIL EXCAVATION AND DISPOSAL SERVICES AGREEMENT ("Amendment One") is made and entered into this ___ day of July, 2017, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Innovative Construction Solutions, a California Corporation, hereinafter referred to as "Contractor". OCFA and Contractor are sometimes collectively referred to herein as the "Parties".

RECITALS

WHEREAS, OCFA and the Contractor entered into that certain Soil Excavation and Disposal Services Agreement on the 20th day of June, 2017, to provide soil excavation and disposal services at the Urban Search and Rescue (USAR) Warehouse located at 19682 Descartes, Foothill Ranch, CA 92610 ("Agreement"), which is incorporated herein by this reference;

WHEREAS, OCFA has requested additional soil excavation and disposal services;

WHEREAS, Contractor has submitted to OCFA a proposal dated July 5, 2017, a copy of which is attached hereto as Attachment 1 providing additional pricing and task information for the requested services, which is incorporated herein by this reference; and

WHEREAS, the Parties desire to amend the Agreement to increase the total contract value of \$21,787.50 by \$8,910.00 for additional soil excavation and disposal services for a new not to exceed contract amount of \$30,697.50.

NOW, THEREFORE, OCFA and the Contractor mutually agree as follows:

1. Section 1.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those soil excavation and disposal services at the lump-sum/unit-rate specified in the Contractor's Proposal, attached hereto as Exhibit "A", inclusive of and as supplemented by Attachment 1 to Exhibit "A" (hereinafter, the "Services" or "Work"). Should any conflict or inconsistency exist between the body of this Agreement Exhibit "A", the terms of this Agreement shall control. Contractor warrants that all Services shall be performed in a skillful, competent, professional

and satisfactory manner in accordance with all standards prevalent in the same discipline in the State of California and in accordance with all applicable laws per Section 1.2. Contractor represents and warrants that it and all of its employees and subcontractors providing any Services or Work under this Agreement shall have sufficient skill and expertise to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the OCFA.

2. Section 2.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

2.1. Maximum Contract Amount.

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed: (1) in accordance with the terms set forth in Exhibit "A" in an amount not to exceed \$ 21,787.50 (Twenty-One Thousand Seven Hundred Eighty-Seven Dollars and Fifty Cents); and (2) in accordance with the terms set forth in Attachment 1 to Exhibit "A" in an amount not to exceed \$8,910.00 (Eight Thousand Nine Hundred Ten Dollars). The maximum amount of OCFA's payment obligation under this Agreement is the amount specified in this section ("Maximum Contract Amount").

3. The proposal, dated July 5, 2017, attached hereto as Attachment 1, is hereby added to and made a part of the Agreement as Attachment 1 to Exhibit "A".

4. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

5. The persons executing this Amendment One on behalf of the Parties warrant that they are duly authorized to execute this amendment on behalf of said Parties and that by so executing this amendment the Parties are formally bound to the provisions of this Amendment One.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment One to be effective as of the date first stated above.

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Debbie Casper, Purchasing Manager

“CONTRACTOR”

**INNOVATIVE
CONSTRUCTION SOLUTIONS INC.**

Date: _____

By: _____

John R. White,
Executive Vice President

ATTACHMENT "1"

Proposal for Additional Soil Excavation and Disposal Services



Change Order Request

DATE: 7/5/2017

CHANGER ORDER # <u>001R2</u> ICS PROJECT NO.: <u>SC-17-1227</u> PROJECT NAME: <u>OCFA Lake Forest</u> PROJECT LOCATION: <u>19682 Descartes</u> <u>Lake Forest, CA</u>	CLIENT NAME: <u>Orange County Fire Authority</u> CLIENT <u>1 Fire Authority Road</u> ADDRESS: <u>Irvine, CA 92602</u> CLIENT _____ REFERENCE NO. <u>P0010589</u>
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Pursuant to the Contract and Schedule of Values executed on 6/20/2017, this Change Order No. 001 is issued to incorporate the following changes into our above agreement:

Section 1: Change in scope of work and reason: Step out excavation to address failed confirmation sample

Section 2: Change in contract price (if any) and basis: See attached cost breakdown

**The price includes all labor, materials, tools, and equipment in order to properly complete the specified scope of work. The work will be performed in accordance with industry standards and applicable regulatory requirements*.*

Section 3. Time required to perform the change in scope of work: 1 days

Section 4. Change to contract schedule: + 1 days

Section 5. Change Orders are incorporated as a formal contract change of the contract. ICS agrees to diligently perform the change in scope of work described in Section "1" above. All work will be performed in accordance with the conditions outlined in the Purchase Order, Contract, and accompanying contract documents.

Original Contract Amount	\$21,787.50
Total Previous Change Orders	\$0.00
SUBTOTAL	\$21,787.50
Amount of this Change Order	\$8,910.00
CURRENT CONTRACT AMOUNT	\$30,697.50

Submitted By:

Project Manager Signature

Charles Parada

Print Name

7/5/2017

Date

UNDERSTOOD AND ACCEPTED:

Approved By:

Client Representative Signature

Print Name

Date

COST BREAKDOWN

ADD WORK FOR OCFA LAKE FOREST

SCOPE OF WORK:

- Excavate up to 16 cubic yards or 24 tons impacted soil (using a 1.5 tons multiplier to convert from cubic yards to tons) – ICS assumes that the soil will be accepted as non-hazardous soil
- Transport and dispose of approximately 24 tons of impacted soil to an appropriate disposal facility licensed to receive this waste

COSTS: (Prevailing Wage)

ICS will perform the proposed scope of work described herein for a following fixed-firm / unit rate amount. This pricing is subject to the assumptions and conditions listed below.

- | | |
|--|---------------------|
| - Preconstruction and Mobilization: | \$ 2,250.00 LS |
| - Excavation, Loading, Dust Suppression and Monitoring:
est. 1 days @ \$4,450.00 per day | \$ 4,450.00 |
| - Loading, Transportation and Disposal (thermal treatment)
est. 24 tons @ \$71.25 per ton | \$ 1,710.00 |
| - Demobilization and Close-Out Documentation: | <u>\$ 500.00 LS</u> |

Total Estimated Cost: **\$8,910.00**

ASSUMPTIONS AND CONDITIONS:

- All prior assumptions and conditions from ICS Proposal #SC-17-1227 apply
- Backfill and compaction is excluded
- Loading, Transportation and Disposal is subject to a 23-ton minimum per truckload



Orange County Fire Authority

1 Fire Authority Road, Irvine, CA 92602

PURCHASE ORDER

DATE: 6/22/17

PURCHASE ORDER #: P0010589

VENDOR: @00008486

INNOVATIVE CONSTRUCTION SOLUTIONS, INC.
4011 W. CHANDLER AVENUE
SANTA ANA CA 92704

SHIP TO:

P.O. # must appear on all packages & correspondence.

PATRICK BAUER
ORANGE COUNTY FIRE AUTHORITY
1 FIRE AUTHORITY ROAD
IRVINE CA 92602

PHONE: 714-893-6366

FAX:

Delivery Hours: 7am - 12pm and 1pm - 4pm

FOB: DESTINATION

DELIVER BY: 06/30/17

BUYER: ROTHCHILD ONG @ 714-573-6642

TERMS: NET 30 DAYS

Item	Description	Qty	Price	Total Amount
1	<p>EXCAVATION AND DISPOSAL OF SOIL FOR USAR WAREHOUSE LOCATED AT: 19682 DESCARTES FOOTHILL RANCH, CA 92610</p> <p>THIS CONTRACT IS SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS PURSUANT TO LABOR CODE 1771. THIS CONTRACT IS A PUBLIC WORKS PROJECT AND IS SUBJECT TO PREVAILING WAGE. CONTRACTORS MUST COMPLY WITH CALIFORNIA LABOR CODE SECTIONS 1771, 1775, 1776, 1777.5, 1813, AND 1815 AND SUBMIT RECORDS TO THE LABOR COMMISSIONER EFFECTIVE 4/1/15.</p> <p>CSLB: 764815; A, C21, HAZ EXP: 6/30/19 DIR REGISTRATION: 1000003958 *****</p> <p>PROFESSIONAL SERVICES SOIL EXCAVATION AND DISPOSAL SERVICES FOR TENANT IMPROVEMENT PROJECT AT USAR WAREHOUSE IN ACCORDANCE WITH PRICING, TERMS AND CONDITIONS OF SOIL EXCAVATION AND DISPOSAL SERVICES AGREEMENT</p> <p>Account #: 123-P535-4406-200- Amount 21787.50</p>	1.00 EA	21,787.5000	21,787.50
			Total Amount	

Authorized Signature:

Send invoices to: Accounts Payable @ AP@ocfa.org (Include Federal Tax ID # on invoice)

Please acknowledge the terms and conditions on the reverse side.



Orange County Fire Authority

1 Fire Authority Road, Irvine, CA 92602

PURCHASE ORDER

DATE: 6/22/17

PURCHASE ORDER #: P0010589

VENDOR: @00008486

INNOVATIVE CONSTRUCTION SOLUTIONS, INC.
4011 W. CHANDLER AVENUE
SANTA ANA CA 92704

SHIP TO:

P.O. # must appear on all packages & correspondence.

PATRICK BAUER
ORANGE COUNTY FIRE AUTHORITY
1 FIRE AUTHORITY ROAD
IRVINE CA 92602

PHONE: 714-893-6366

FAX:

Delivery Hours: 7am - 12pm and 1pm - 4pm

FOB: DESTINATION

DELIVER BY: 06/30/17

BUYER: ROTHCHILD ONG @ 714-573-6642

TERMS: NET 30 DAYS

Item	Description	Qty	Price	Total Amount
	<p>DATED 6/20/17 & PROPOSAL SC-17-1227 DATED 6/14/17</p> <p>.</p> <p>TOTAL NOT TO EXCEED: \$21,787.50</p> <p>.</p> <p>INSURANCE ON FILE: G/L, A/L, W/C, EXCESS, PROFESSIONAL EXP: 10/1/17.</p> <p>.</p> <p>OCFA NAMED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION PROVIDED.</p> <p>.</p> <p>THIS PURCHASE ORDER SERVES AS WRITTEN CONTRACT.</p> <p>.</p> <p>VENDOR CONTACT: JOHN ROELS @ 714-893-6366 JROELS@ICSINC.TV</p> <p>OCFA CONTACT: PATRICK BAUER @ (714) 573-6471</p> <p>.</p> <p>DEPARTMENT TO COORDINATE SCHEDULING WITH VENDOR</p> <p>.</p> <p>PROPERTY MANAGEMENT TO FILE PWC-100 FOR THIS PROJECT'S REGISTRATION WITHIN FIVE DAYS</p>			
	<p>Account #: 123-P535-4406-200-</p> <p>Amount: 21787.50</p>			
			ADDL CHARGES:	.00
			TOTAL TAXES:	.00
			Total Amount	21,787.50

Authorized Signature:

Send invoices to: Accounts Payable @ AP@ocfa.org (Include Federal Tax ID # on invoice)

Please acknowledge the terms and conditions on the reverse side.

Conditions: The following OCFA standard work order conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work. Whenever used herein "OCFA" shall mean the Orange County Fire Authority, Orange County, California.

STANDARD CONDITIONS

1. Law: This contract is governed by the laws of the state of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.

2. Contract: This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the OCFA: no exceptions, alternates, substitutes or revisions are valid or binding on the OCFA unless authorized by the OCFA in writing. If any conditions conflict with the provisions of the written agreement, the provisions of the written agreement shall govern.

3. Delivery: Time of delivery is the essence of this contract. The OCFA reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to the applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind OCFA to accept future shipments, nor deprive it of the right to return goods already accepted, at SELLER'S expense. Overshipment and undershipment shall be only as agreed to by OCFA.

4. Risk of loss: Delivery shall not be deemed to be complete until goods have been actually received and accepted by OCFA. Payment shall be made after satisfactory acceptance of shipments by OCFA.

5. Warranty: SELLER expressly warrants that the goods covered by this order are free of liens, of merchantable quality and satisfactory and safe for consumer use. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable counsel fees, uncured or sustained by OCFA by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable local, 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. Contractor represents and warrants that the equipment provided under this agreement is designed to be used prior to, during, and after the calendar year 2000. The equipment provided will correctly differentiate between years that end in the same two digits, and will accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the 20th and 21st centuries.

6. Infringement: SELLER shall indemnify and defend OCFA, at SELLER'S expense against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.

7. Assignment: Neither this order nor any claim against OCFA arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation of law, nor shall SELLER subcontract any obligations hereunder, without OCFA's prior written consent.

8. Default: If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit of creditors, OCFA shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice; whereupon (a) OCFA shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) OCFA may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by OCFA shall be considered prevailing market price at the time such purchase is made.

9. Labor Disputes: Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to OCFA.

10. Non-Discrimination: In the performance of the terms of any contract resulting from this order, SELLER agrees that he will not engage nor permit such subcontractors where applicable as he may employ, to engage in discrimination in the employment of persons because of race, color, sex, age, disability, national origin or ancestry, or religion of such person.

11. Termination: OCFA reserves the right to terminate this contract without penalty with cause immediately or without cause after 30 days written notice unless otherwise specified.

12. Taxes: Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax.

WORK ORDER CONDITIONS

13. Performance: SELLER shall perform all work diligently, carefully, and in a good and worklike manner, shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor, shall obtain and maintain all building and other permits and licenses required by Public authorities in connection with performance of the work, and if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent of OCFA.

14. Indemnification: Seller agrees to indemnify and hold harmless OCFA, its officers, employees and agents from any claims, demands or liability for injury to any persons or property, including contractor, its officers, employees or agents, OCFA, its officers, employees agents or other persons arising out of or resulting from SELLER'S performance under this contract, unless such injury is caused by the sole negligence or concurrent active negligence of OCFA, its officers, employees or agents. If SELLER'S negligence combines with OCFA'S negligence to cause injury, the parties agree that liability will be apportioned as determined by a court of competent jurisdiction. Neither party shall request a jury apportionment.

15. Safety/Liability Language: In connection with the performance of this contract, OCFA shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger or hazard to any and all employees. Contractor agrees that OCFA, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the worksite.

Contractor acknowledges the provisions of Section 6400 of the Labor Code, which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event OCFA identifies the existence of any condition that presents an actual or threatened danger or hazard

to any or all employees at the worksite OCFA is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this section. OCFA may also, at its sole authority and discretion, issue an immediate stop work order to Contractor to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by OCFA to Contractor in accordance with the provisions of this Section shall not give rise to any claim or cause of action for delay damages by Contractor or Contractor's agents or subcontractors against OCFA.

16. Insurance: SELLER shall maintain in full force during the term of this contract the following insurance and limits not less than those specified (a) Worker's Compensation and Employers' Liability complying with any statutory requirements; (b) Comprehensive General Liability Insurance including a broad form Property Damage endorsement with a \$1,000,000 combined single limit each occurrence; (c) Comprehensive Auto Liability (including the owned, nonowned and hired automobile hazards) with a \$1,000,000 combined single limit each occurrence; (d) Contractual Liability with \$1,000,000 combined single limit each occurrence. If OCFA so desires, these limits may be increased or decreased.

17. Bill and Liens: SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises; but if any does so attach, SELLER shall promptly procure its release and indemnify OCFA against all damages and expense incident thereto.

18. Bonds: If OCFA so desires, SELLER shall provide payment and performance bonds as required.

19. Changes: SELLER shall make no changes in the work or perform any additional work without OCFA'S specific written approval.

**ORANGE COUNTY FIRE AUTHORITY
SOIL EXCAVATION AND DISPOSAL SERVICES AGREEMENT**

THIS SOIL EXCAVATION AND DISPOSAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20 day of June, 2017 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", and Innovative Construction Solutions, a California Corporation, hereinafter referred to as "Contractor". OCFA and Contractor are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

A. OCFA requires the services of a qualified contractor to perform soil excavation and disposal services at OCFA's USAR Warehouse and Training Facility located at 19682 Descartes, Foothill Ranch, California, hereinafter referred to as "Project".

B. Contractor has submitted to OCFA a proposal to provide the necessary services for the Project services dated June 14, 2017, attached hereto as Exhibit "A" ("Contractors Proposal").

C. OCFA desires to retain Contractor to provide the necessary Project services.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Contractor and Contractor agrees to provide professional services as follows:

AGREEMENT

1. SOIL EXCAVATION AND DISPOSAL SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those soil excavation and disposal services at the lump-sum/unit-rate specified in the Contractor's Proposal, attached hereto as Exhibit "A" (hereinafter, the "Services" or "Work"). Should any conflict or inconsistency exist between the body of this Agreement and Exhibit "A", the terms of this Agreement shall control. Contractor warrants that all Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same discipline in the State of California and in accordance with all applicable laws per Section 1.2. Contractor represents and warrants that it and all of its employees and subcontractors providing any Services or Work under this Agreement shall have sufficient skill and

expertise to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the OCFA.

1.2 Compliance with Law.

Contractor shall comply at all times during the term of this Agreement with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction. Contractor shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

1.3 Licenses and Permits.

Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to OCFA that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.4 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Work to be performed, (b) has investigated the site of the Work and become fully acquainted with the conditions there existing, (c) has carefully considered how the Work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement. Should the Contractor discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by OCFA, Contractor shall immediately inform OCFA of such fact and shall not proceed with any Work except at Contractor's risk until written instructions are received from the Contract Officer.

1.5 Care of Work.

Contractor shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the Work, and shall be responsible for all such damage until acceptance of the Work by OCFA, except such loss or damages as may be caused by OCFA's own negligence.

1.6 Prevailing Wage.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount.

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an amount not to exceed \$ 21,787.50 (Twenty-One Thousand Seven Hundred Eighty-Seven Dollars and Fifty Cents). The maximum amount of OCFA's payment obligation under this Agreement is the amount specified in this section ("Maximum Contract Amount").

2.2 Method of Payment.

In any month in which Contractor wishes to receive payment, Contractor shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for services rendered prior to the date of the invoice. OCFA shall pay Contractor for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice.

2.3 Changes.

In the event any change or changes in the Work is requested by OCFA, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees for services. An amendment may be entered into, among other things: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.4 Appropriations.

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement. The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement.

3.2 Schedule of Performance.

Contractor shall prosecute regularly and diligently the work of this Agreement according to the time periods specified in Exhibit "A." When requested by Contractor, extensions of the time periods specified in Exhibit "A" may be approved in writing by the Contract Officer; however, OCFA shall not be obligated to grant such an extension.

3.3 Force Majeure.

The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not restricted to, acts of God or of a public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the OCFA, if the Contractor, within ten (10) days of the commencement of such condition, notifies the Contract Officer in writing of the causes of the delay. The Contract Officer shall thereupon ascertain the facts and the extent of the delay, and

extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCFA for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term.

Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall commence upon the Effective Date, and shall continue in full force and effect until the satisfactory completion of the Services.

4. COORDINATION OF WORK

4.1 Representative of Contractor.

The following principal of the Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: John Roels

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Services performed hereunder. The foregoing principal may not be changed by Contractor without the express written approval of the Contract Officer.

4.2 Contract Officer.

The Contract Officer shall be Patrick Bauer, unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the OCFA required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, 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 OCFA. If Contractor is permitted to subcontract any part of this Agreement by OCFA, Contractor shall be responsible to OCFA for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. All persons engaged in the Work will be considered employees of Contractor. OCFA will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of OCFA.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

B. Contractor shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

C. No OCFA benefits shall be available to Contractor, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

4.5 Employee Retirement System Eligibility Indemnification.

A. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction to be eligible for enrollment in an employee retirement system as an employee of the OCFA, Contractor shall indemnify, defend, and hold harmless OCFA against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Contractor or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the OCFA.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in PERS as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements.

Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Contractor shall not

commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. In addition, Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services until it has provided evidence satisfactory to OCFA that the subconsultant or subcontractor has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required.

As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles. Additionally, the policy should be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to this Agreement.

C. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the OCFA, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability

Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

D. Contractors Pollution Liability ("CPL"). Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of CPL insurance with limits no lower than one million dollars (\$1,000,000.00) per claim or occurrence and two million dollars (\$2,000,000.00) in aggregate.

1. If the CPL policy of insurance is written on a "claims-made" basis, the policy must be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder (the "CPL Coverage Period"). If any CPL policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a CPL policy are reduced or available coverage depleted below the required minimum coverage amounts for any reason during the CPL Coverage Period, Contractor shall immediately obtain replacement CPL coverage meeting the requirements of this Section 5.2.D. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Contractor during the time period during which any Work or Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

2. If the CPL policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the CPL policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure CPL coverage during the entire course of performing the Work or Services provided hereunder.

3. Contractor shall not perform any Work or Services at any time during which required types or amounts of CPL insurance are not in effect, and OCFA shall have no obligation to pay Contractor for Work or Services performed while required CPL insurance is not in effect.

E. Professional Liability/Errors and Omissions Insurance ("PLI"). Contractor shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Contractor. Contractor shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) (the "Minimum PLI Limits"). Covered professional services shall specifically include all Work or Services to be performed under this Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the Minimum PLI Limits for the Work or Services to be performed under this Agreement.

1. The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

2. If the PLI policy of insurance is written on a "claims-made" basis, the policy must be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Contractor shall immediately obtain replacement PLI coverage meeting the requirements of this Section 5.2.E. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Contractor during the time period during which any Work or Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

3. If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Work or Services provided hereunder.

4. Contractor shall not perform any Work or Services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have no obligation to pay Contractor for Work or Services performed while required PLI insurance is not in effect.

5.3 Acceptability of Insurers.

Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer) listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from

the OCFA. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements.

Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

A. The policy or policies of insurance required by this section for Commercial General Liability, Automobile Liability, and Contractor's Pollution Liability Insurance shall be endorsed to provide the following:

(i) Additional Insured: The OCFA, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement; and

(ii) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(iii) Notice: The policy or policies of insurance required by this section for Commercial General Liability, Automobile Liability, and Contractors Pollution Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to OCFA shall be by ten (10) days' prior written notice.

B. For all policies of Commercial General Liability Insurance and Contractor's Pollution Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be approved in writing by the OCFA in advance and shall protect the OCFA, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Primary and Non-Contributing Insurance.

All policies of Commercial General Liability, Automobile Liability, and Contractors Pollution Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7 Waiver of Subrogation.

All policies of Commercial General Liability, Automobile Liability, and Contractors Pollution Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the OCFA, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage.

Concurrently with the execution of this Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

5.9 Requirements Not Limiting.

Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel).

Contractor acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

5.11 Insurance for Subcontractors.

Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional insureds under the Contractor's insurance policies, or Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability, Automobile Liability, and Contractors Pollution Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Contractor agrees to provide satisfactory evidence of compliance with this subsection upon request of the OCFA.

5.12 Other Insurance Requirements.

The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

A. Contractor shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

B. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting

endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Work. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Work under this Agreement who are brought onto or involved in the Work by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the OCFA for review.

F. Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officers, directors, employees, subcontractors, subconsultants, contractors or agents, in connection with Contractor's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Contractor are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its officials, officers, employees, agents and

volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the OCFA.

7. RECORDS AND REPORTS

7.1 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

7.2 Records.

Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records. Contractor shall maintain such books and records in accordance with generally accepted accounting principles and shall clearly identify and retain the same for a period of three (3) years from the date of final payment by OCFA hereunder.

7.3 Ownership of Documents.

Except for any documents required by the rules of conduct governing Contractor's profession to be owned by Contractor, all drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subconsultants and subcontractors shall provide for assignment to OCFA of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify OCFA for all damages resulting therefrom.

7.4 Release of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver.

No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waiver or render unnecessary OCFA's consent to or approval of any subsequent act of Contractor. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive 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 shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.4 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term.

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Contractor shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services

rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

Contractor may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to OCFA.

8.6 Termination for Default of Contractor.

A. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

B. If the Contract Officer, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as OCFA may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, OCFA shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which OCFA may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by OCFA as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any OCFA right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit OCFA's right to terminate this Agreement without cause pursuant to Section 8.5.

C. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, OCFA may, after compliance with the provisions of Section 8.6(B), take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the OCFA shall use reasonable efforts to mitigate such damages), and OCFA may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the OCFA as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

8.7 Attorneys' Fees.

In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date

set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

No officer or employee of OCFA shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by OCFA or for any amount which may become due to the Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Contractor shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Notice.

Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To OCFA:	Orange County Fire Authority Attention: Patrick Bauer 1 Fire Authority Road Irvine, CA 92602
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To Contractor:	Innovative Construction Solutions Attention: John Roels 4011 W. Chandler Ave. Santa Ana, CA 92704
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10.2 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

10.4 Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 Third Party Beneficiary.

Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.6 Recitals.

The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.7 Survival.

Any responsibility of Contractor for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration or termination of this Agreement.

10.8 Corporate Authority.

Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing 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 the Party for which he/she is signing is bound.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: 6/21/17

By: Debbie Casper
Debbie Casper, Purchasing Manager

"CONTRACTOR"

Date: 6/20/2017

By: John Reels
John Reels, Project Manager
John R. White
Board Vice President

EXHIBIT A



4011 W. Chandler Avenue
Santa Ana, CA 92704
(714) 893-6366 Telephone
(714) 893-5122 Facsimile
License No. 764815 A-HAZ-C21
www.ICSinC.tv

June 14, 2017

Mr. Patrick Bauer
Orange County Fire Authority
1 Fire Authority Road
Irvine, California 92602
573-6000

Via email: patrickbauer@ocfa.org

RE: SCOPE OF WORK AND COST ESTIMATE TO EXCAVATE AND DISPOSE OF TPH IMPACTED SOIL FROM THE ORANGE COUNTY FIRE AUTHORITY (OCFA) FACILITY LOCATED AT 19682 DESCARTES IN THE CITY OF LAKE FOREST, CALIFORNIA (ICS PROPOSAL NO. SC-17-1227)

Innovative Construction Solutions (ICS) is pleased to submit this lump-sum/unit-rate proposal to excavate and dispose of impacted soil at the above referenced property. This cost proposal includes: notifications; health and safety planning; soil excavation; transport and disposal of impacted soil; backfill and compaction. This proposal is meant to be turn-key and is based on information presented in an E-Mail on June 13, 2017. Based on this information, ICS has prepared the following scope of work for your review.

SCOPE OF WORK

ICS will provide 40-hour trained labor, equipment and material to perform the following:

I. Mobilization and Site Preparation Activities

- Prepare site-specific Health and Safety Plan prior to the implementation of the proposed soil removal activities. The HSP will address all aspects of the demolition, soil handling, transportation, restoration and personal protection. AHAs will be included for all work tasks and a Daily Tailgate Safety Meeting will be conducted each morning and if any unscheduled work is conducted where the Team needs to address a new scope
- Prepare general Traffic Control Plan (including but not limited to: soil stockpiling and loading; transport routing for ingress/egress, on-road transport routing to designated disposal facility, waste storage measures, and flagman)
- Notify South Coast Air Quality Management District in accordance with SCAQMD - Rule 1166 – UST/VOC Mitigation Plan notification per the ICS, Various Locations, Rule 1166 Contaminated Soil Mitigation Plan No.: 578251
- Make notification to the State of California, Division of Occupational Safety and Health (Cal-OSHA) with respect to the excavation/trenching activities as required under the ICS Annual T-1 Trench Permit No.: 2016-904686.
- Establish waste profiles for the impacted soil to an approved disposal facility(s) utilizing existing and/or future generated analytical data. Based on the waste characterization sampling, ICS will assist in completing the necessary waste profiles.
- Furnish and setup support facilities and equipment and materials staging areas
- Visit site to mark work area in white paint for Underground Service Alert utility marking
- Make appropriate Underground Service Alert notifications
- Mobilization of equipment and 40-HAZWOPER trained personnel, equipment and material

- Delineate work zones (Exclusion, Contamination Reduction and Support Zones) using barricades, caution tape and plastic sheeting

II. Soil Excavation Activities

- Excavate an estimated 150 cy or 210 tons of impacted soil (using a 1.4 tons to cubic yards multiplier) – ICS assumes that the soil will be accepted as non-hazardous soil
- All excavation activities will be conducted with track-mounted and rubber-tired equipment. ICS will utilize smooth edged bucket as to not “till” the clean underlying soil during excavation of impacted soil
- Temporary stockpiling of excavated soil for loading activities if overnight will be completed adjacent to the work area and the soil will be covered with 6-mil visqueen sheeting per the ICS - SCAQMD Various Locations Rule 1166 –Mitigation Plan
- Provide for dust control measures during all excavation and loading activities
- Loading area to be established with visqueen sheeting. Misting and reduced drop heights will be used to control dust during loading of waste haulers
- Provide all health and safety equipment for onsite personnel during all activities (level D minimum protective equipment will be required). Any previous analytical data will be incorporated into the site HASP and personnel protection will be upgraded as necessary.
- Assist GSI with the collection of sidewall and bottom samples (if needed)
- Secure ongoing excavation work area with delineators and caution tape.

III. Transportation and Disposal of Impacted Soil

- Loading area to be established with visqueen sheeting.
- Misting and reduced drop heights will be used to control dust during loading of end-dumps
- Transport and dispose of approximately 210 tons of impacted soil to an appropriate disposal facility licensed to receive this waste
- Once the profile(s) and transportation manifests are provided and approved by the Owner/Owner’s Rep, ICS will produce the necessary waste manifests for signature prior to transportation activities
- Execute the appropriate waste manifest (non-hazardous Waste Manifests) for the subject waste material by Owner and transporter and retain Generator’s “Initial” copy
- Inspect each load prior to exiting the site to ensure the transport is tarped, properly manifested, and no particulate matter is located on the exterior of the vehicle. Dry decontamination of the truck tires will also be performed as needed prior to exiting site.
- Once the loads has been delivered to the subject disposal facility and received, ICS will provide all parties with a copy of the executed manifest copy & weight ticket for each load received for disposal at the designated disposal facility
- Once all impacted soil has been removed, decommission the temporary staging area and lightly surface wash the asphalt prior to demobilizing from the property

IV. Demobilization and Project Reporting

After completion of work, ICS will demobilize from the facility and remove any equipment and temporary facilities mobilized during the preconstruction phase. ICS will perform a final

cleanup of the property prior to demobilization. Once demobilized, ICS will submit the following information to be submitted will include, but not be limited to:

- Notification information;
- Copy of waste manifests and weight tickets;
- Copies of import fill tickets

COSTS: (Non-Prevailing Wage)

ICS will perform the proposed scope of work described herein for a following fixed-firm / unit rate amount. This pricing is subject to the conditions, assumptions and exclusion listed below.

- Preconstruction Activities and Mobilization:	\$2,950.00 LS
- Excavation, Loading, Dust Suppression and Monitoring: est. 150 cy @ \$17.50 per cy	\$2,625.00
- Loading, Transportation and Disposal (thermal treatment) est. 210 tons @ \$71.25 per ton	\$14,962.50
- Demobilization and Close-Out Documentation:	<u>\$ 500.00 LS</u>
Total Estimated Cost:	\$21,037.50

Supplemental Costs

- Loading, Transportation and Disposal (Direct Landfill) est. 210 tons @ \$86.50 per ton	\$18,165.00
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COSTS: (Prevailing Wage)

ICS will perform the proposed scope of work described herein for a following fixed-firm / unit rate amount. This pricing is subject to the conditions, assumptions and exclusion listed below.

- Preconstruction Activities and Mobilization:	\$2,950.00 LS
- Excavation, Loading, Dust Suppression and Monitoring: est. 150 cy @ \$22.50 per cy	\$3,375.00
- Loading, Transportation and Disposal (thermal treatment) est. 210 tons @ \$71.25 per ton	\$14,962.50
- Demobilization and Close-Out Documentation:	<u>\$ 500.00 LS</u>
Total Estimated Cost:	\$21,787.50

Supplemental Costs

- Loading, Transportation and Disposal (Direct Landfill) est. 210 tons @ \$86.50 per ton	\$18,165.00
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Our estimated is based on the following condition, assumptions and exclusion.

- Impacted soil is assumed to be Non – Hazardous, R1166 Soil
- Confirmatory sampling and analysis not included
- Disposal of asbestos-containing material (if any) is not included
- Installation or maintenance of BMP's is not included

- Protection, repair, replacement, re-routing and/or relocation of known/unknown utilities or surface/subsurface structures is not included
- Handling and/or disposal of non-RCRA (i.e., CA-hazardous) and/or RCRA (i.e., hazardous) is not included
- Dewatering, water treatment, or soil stabilization is excluded
- Traffic Planning/ or SWPPP for the proposed work is excluded
- Step-out excavation and/or hot spot removal is not included
- An authorized representative is available on site to sign manifests
- Excavation work will be done under one mobilization
- Final grade or resurfacing is not included
- Water source to be supplied to ICS for completion of the work
- Delays beyond the control of ICS may result in additional charges
- Hand excavation around utilities and/or miscellaneous obstructions is not included
- Personal protection greater than level D is not included

ICS appreciates the opportunity to submit this proposal for the proposed scope of work. If you have any questions or comments regarding this proposal, please contact me at (714) 893-6366.

Sincerely,

INNOVATIVE CONSTRUCTION SOLUTIONS



John Roels
Project Manager

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER TWO
TO PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER TWO TO PROFESSIONAL SERVICES AGREEMENT ("Amendment Two") is made and entered into this ___ day of July, 2017, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and GSI Environmental Inc., hereafter referred to as "Firm". OCFA and Firm are sometimes collectively referred to herein as the "Parties".

RECITALS

WHEREAS, OCFA and the Firm entered into that certain Professional Services Agreement on the 9th day of June, 2017, to provide Soil Characterization Services at the Urban Search and Rescue (USAR) Warehouse located at 19682 Descartes, Foothill Ranch, CA 92610 ("Agreement"), which is incorporated herein by this reference;

WHEREAS, OCFA and the Firm amended the Agreement on June 26, 2017 to increase the contract amount to a not to exceed amount of \$13,400 for additional monitoring services ("Amendment One");

WHEREAS, OCFA has requested additional monitoring services;

WHEREAS, Firm has submitted to OCFA a proposal dated July 5, 2017, a copy of which is attached hereto as Attachment 1 providing additional pricing and task information for the requested services, which is incorporated herein by this reference; and

WHEREAS, the Parties desire to amend the Agreement, as modified by Amendment One, to increase the total contract value of \$13,400 by \$3,600 for additional services for a new not to exceed contract amount of \$17,000.

NOW, THEREFORE, OCFA and the Firm mutually agree as follows:

1. Section 1.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in: (1) the "Proposal" attached hereto as Exhibit "A"; (2) the proposal for additional monitoring services dated June 23, 2017, attached hereto as Attachment 1 to Exhibit "A"; and (3) the proposal for additional monitoring services dated July 5, 2017, attached hereto as Attachment 2 to Exhibit "A". In the event of any inconsistency between the terms contained in Exhibit "A" and the terms set forth in the main body of this

Agreement, the terms set forth in the main body of this Agreement shall govern. Firm warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry.

2. Section 3.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.1. Compensation of Firm.

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed: (1) in accordance with the terms set forth in Exhibit "A" in an amount not to exceed \$9,800.00; (2) in accordance with the terms set forth in Attachment 1 to Exhibit "A" in an amount not to exceed \$3,600.00; and (3) in accordance with the terms set forth in Attachment 2 to Exhibit "A" in an amount not to exceed \$3,600.00.

3. The proposal, dated July 5, 2017, attached hereto as Attachment 2, is hereby added to and made a part of the Agreement as Attachment 2 to Exhibit "A".

4. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

5. The persons executing this Amendment Two on behalf of the Parties warrant that they are duly authorized to execute this amendment on behalf of said Parties and that by so executing this amendment the Parties are formally bound to the provisions of this Amendment Two.

IN WITNESS WHEREOF, the Parties have executed this Amendment Two to be effective as of the date first stated above.

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

By: _____

Debbie Casper, Purchasing Manager

“FIRM”

GSI ENVIRONMENTAL INC.

Date: _____

Date: _____

By: _____

Matthew Q. Lentz, Principal Scientist

ATTACHMENT "2"

Proposal for Additional Monitoring Services

5 July 2017

Patrick Bauer
Orange County Fire Authority
1 Fire Authority Road
Irvine, California 92602
patrickbauer@ocfa.org

Re: Proposal to Provide 1166 Monitoring Services and Soil Sampling Support
19682 Descartes, Foothill Ranch, California

Dear Mr. Bauer:

In accordance with your request, GSI Environmental Inc. (GSI) has prepared this proposal to provide environmental consulting services to Orange County Fire Authority ("OCFA") to assist with Rule 1166 Monitoring and collection of soil samples following soil excavation activities at 19682 Descartes in Foothill Ranch, California (the "Site" or "subject property"). This proposal outlines the scope of services and estimated cost.

BACKGROUND AND SCOPE OF SERVICES

Based on the elevated photoionization detector (PID) soil vapor readings and laboratory analysis for samples collected on the southern edge of the soil excavation during soil sampling activities on 28 June 2017, OCFA would like to conduct additional soil excavation below the former concrete sump area. It appears the remaining impacted soil is likely in a localized area extending under the concrete structure and OCFA would like GSI's assistance to provide monitoring oversight and documentation of the stockpiling of soils under OCFA's contractor's Rule 1166 Various Locations Permit. It is anticipated that this work will take one day.

Following excavation of soil, GSI staff will collect confirmation samples from the sidewalls and bottom of the excavation for laboratory analysis for volatile organic compounds to confirm that soil with volatile constituents have been removed to concentrations below USEPA and California EPA screening levels for residential land use.

The estimated cost of soil vapor screening, soil stockpile oversight, 1166 monitoring documentation, and soil confirmation sampling/ analysis is \$3,600 for one field day of GSI professional personnel and sampling equipment. This amount also includes costs associated with expedited (24-hour turnaround time) laboratory analysis for up to six confirmation samples.

CONDITIONS

Our services will be charged on a time and materials basis in accordance with the 8 June 2017 Agreement and Fee Schedule.

July 5, 2017
Page 2 of 2

Thank you for the opportunity to work with you on this project. Should you have any questions or comments regarding this proposal, please contact me or Tim Wood at 949.679.1070.

Sincerely,



Timothy F. Wood, PG, CHG
Principal Geologist



Matthew Q. Lentz, BCES, CPSWQ, CPESC
Principal Scientist



Orange County Fire Authority

1 Fire Authority Road, Irvine, CA 92602

PURCHASE ORDER

DATE: 6/9/17	PURCHASE ORDER #: P0010552 - 1 Change Notice
VENDOR: @00008476 GSI ENVIRONMENTAL INC. 4590 MACARTHUR BLVD. SUITE 285 NEWPORT BEACH CA 92660	SHIP TO: <i>P.O. # must appear on all packages & correspondence.</i> PATRICK BAUER ORANGE COUNTY FIRE AUTHORITY 1 FIRE AUTHORITY ROAD IRVINE CA 92602
PHONE: 949-679-1070	FAX: <i>Delivery Hours: 7am - 12pm and 1pm - 4pm</i>
FOB: DESTINATION	DELIVER BY: 06/27/17
BUYER: ROTHCHILD ONG @ 714-573-6642	TERMS: NET 30 DAYS

Item	Description	Qty	Price	Total Amount				
1	SOIL CHARACTERIZATION SERVICES - ENVIRONMENTAL FOR USAR WAREHOUSE LOCATED AT: 19682 DESCARTES FOOTHILL RANCH, CA 92610 . DIR REGISTRATION: 1000049844 . PROFESSIONAL SERVICES SOIL TESTING SERVICES SERVICES FOR TENANT IMPROVEMENT PROJECT AT USAR WAREHOUSE IN ACCORDANCE WITH PRICING, TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT DATED JUNE 9, 2017 AND PROPOSAL DATED JUNE 8, 2017. . TOTAL NOT TO EXCEED: \$9,800.00 . INSURANCE ON FILE: G/L, A/L, W/C, UMBRELLA, POLLUTION, PROFESSIONAL EXP: 12/3/17. . OCFA NAMED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION PROVIDED. . THIS PURCHASE ORDER SERVES AS WRITTEN CONTRACT. . <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Account #:</td> <td style="width: 40%;">Amount</td> </tr> <tr> <td>123-P535-4405-200-</td> <td style="text-align: right;">13400.00</td> </tr> </table>	Account #:	Amount	123-P535-4405-200-	13400.00	1.00 EA	13,400.0000	13,400.00
Account #:	Amount							
123-P535-4405-200-	13400.00							
			Total Amount					

Authorized Signature:

Send invoices to: Accounts Payable @ AP@ocfa.org (Include Federal Tax ID # on invoice)

Please acknowledge the terms and conditions on the reverse side.



Orange County Fire Authority

1 Fire Authority Road, Irvine, CA 92602

PURCHASE ORDER

DATE: 6/9/17	PURCHASE ORDER #: P0010552 - 1 Change Notice
VENDOR: @00008476 GSI ENVIRONMENTAL INC. 4590 MACARTHUR BLVD. SUITE 285 NEWPORT BEACH CA 92660	SHIP TO: <i>P.O. # must appear on all packages & correspondence.</i> PATRICK BAUER ORANGE COUNTY FIRE AUTHORITY 1 FIRE AUTHORITY ROAD IRVINE CA 92602
PHONE: 949-679-1070	FAX: <i>Delivery Hours: 7am - 12pm and 1pm - 4pm</i>
FOB: DESTINATION	DELIVER BY: 06/27/17
BUYER: ROTHCHILD ONG @ 714-573-6642	TERMS: NET 30 DAYS

Item	Description	Qty	Price	Total Amount				
	<p>VENDOR CONTACT: MATTHEW LENTZ @ 949-679-1070 MQLENTZ@GSI-NET.COM OCFA CONTACT: PATRICK BAUER @ (714) 573-6471</p> <p>**CHANGE NOTICE 1 ISSUED 6/26/17 TO PROVIDE ADDITIONAL FUNDING OF \$3,600 FOR ADDITIONAL SOIL SCREENING SERVICES IN ACCORDANCE WITH AMENDMENT ONE TO THE PROFESSIONAL SERVICES AGREEMENT DATED: JUNE 26, 2017 AND PROPOSAL DATED JUNE 23, 2017. FOR A NEW TOTAL NOT TO EXCEED: \$13,400.00.**</p>							
	<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Account #:</td> <td style="width: 40%;">Amount</td> </tr> <tr> <td>123-P535-4405-200-</td> <td>13400.00</td> </tr> </table>	Account #:	Amount	123-P535-4405-200-	13400.00			
Account #:	Amount							
123-P535-4405-200-	13400.00							
			ADDL CHARGES:	.00				
			TOTAL TAXES:	.00				
			Total Amount	13,400.00				

Authorized Signature:

Send invoices to: Accounts Payable @ AP@ocfa.org (Include Federal Tax ID # on invoice)

Please acknowledge the terms and conditions on the reverse side.

Conditions: The following OCFA standard work order conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work. Whenever used herein "OCFA" shall mean the Orange County Fire Authority, Orange County, California.

STANDARD CONDITIONS

- 1. Law:** This contract is governed by the laws of the state of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
- 2. Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the OCFA: no exceptions, alternates, substitutes or revisions are valid or binding on the OCFA unless authorized by the OCFA in writing. If any conditions conflict with the provisions of the written agreement, the provisions of the written agreement shall govern.
- 3. Delivery:** Time of delivery is the essence of this contract. The OCFA reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to the applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind OCFA to accept future shipments, nor deprive it of the right to return goods already accepted, at SELLER'S expense. Overshipment and undershipment shall be only as agreed to by OCFA.
- 4. Risk of loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by OCFA. Payment shall be made after satisfactory acceptance of shipments by OCFA.
- 5. Warranty:** SELLER expressly warrants that the goods covered by this order are free of liens, of merchantable quality and satisfactory and safe for consumer use. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable counsel fees, uncured or sustained by OCFA by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable local, 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. Contractor represents and warrants that the equipment provided under this agreement is designed to be used prior to, during, and after the calendar year 2000. The equipment provided will correctly differentiate between years that end in the same two digits, and will accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the 20th and 21st centuries.
- 6. Infringement:** SELLER shall indemnify and defend OCFA, at SELLER'S expense against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
- 7. Assignment:** Neither this order nor any claim against OCFA arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation of law, nor shall SELLER subcontract any obligations hereunder, without OCFA's prior written consent.
- 8. Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit of creditors, OCFA shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice; whereupon (a) OCFA shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) OCFA may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by OCFA shall be considered prevailing market price at the time such purchase is made.
- 9. Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to OCFA.
- 10. Non-Discrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that he will not engage nor permit such subcontractors where applicable as he may employ, to engage in discrimination in the employment of persons because of race, color, sex, age, disability, national origin or ancestry, or religion of such person.
- 11. Termination:** OCFA reserves the right to terminate this contract without penalty with cause immediately or without cause after 30 days written notice unless otherwise specified.
- 12. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax.

WORK ORDER CONDITIONS

- 13. Performance:** SELLER shall perform all work diligently, carefully, and in a good and worklike manner, shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor, shall obtain and maintain all building and other permits and licenses required by Public authorities in connection with performance of the work, and if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent of OCFA.
- 14. Indemnification:** Seller agrees to indemnify and hold harmless OCFA, its officers, employees and agents from any claims, demands or liability for injury to any persons or property, including contractor, its officers, employees or agents, OCFA, its officers, employees agents or other persons arising out of or resulting from SELLER'S performance under this contract, unless such injury is caused by the sole negligence or concurrent active negligence of OCFA, its officers, employees or agents. If SELLER'S negligence combines with OCFA'S negligence to cause injury, the parties agree that liability will be apportioned as determined by a court of competent jurisdiction. Neither party shall request a jury apportionment.
- 15. Safety/Liability Language:** In connection with the performance of this contract, OCFA shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger or hazard to any and all employees. Contractor agrees that OCFA, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the worksite.

Contractor acknowledges the provisions of Section 6400 of the Labor Code, which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event OCFA identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the worksite OCFA is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this section. OCFA may also, at its sole authority and discretion, issue an immediate stop work order to Contractor to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by OCFA to Contractor in accordance with the provisions of this Section shall not give rise to any claim or cause of action for delay damages by Contractor or Contractor's agents or subcontractors against OCFA.
- 16. Insurance:** SELLER shall maintain in full force during the term of this contract the following insurance and limits not less than those specified (a) Worker's Compensation and Employers' Liability complying with any statutory requirements; (b) Comprehensive General Liability Insurance including a broad form Property Damage endorsement with a \$1,000,000 combined single limit each occurrence; (c) Comprehensive Auto Liability (including the owned, nonowned and hired automobile hazards) with a \$1,000,000 combined single limit each occurrence; (d) Contractual Liability with \$1,000,000 combined single limit each occurrence. If OCFA so desires, these limits may be increased or decreased.
- 17. Bill and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises; but if any does so attach, SELLER shall promptly procure its release and indemnify OCFA against all damages and expense incident thereto.
- 18. Bonds:** If OCFA so desires, SELLER shall provide payment and performance bonds as required.
- 19. Changes:** SELLER shall make no changes in the work or perform any additional work without OCFA'S specific written approval.

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment One") is made and entered into this 26 day of June, 2017, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and GSI Environmental Inc., hereafter referred to as "Firm".

RECITALS

WHEREAS, OCFA and the Firm entered into that certain Professional Services Agreement on the 9th day of June, 2017, to provide Soil Characterization Services at the Urban Search and Rescue (USAR) Warehouse located at 19682 Descartes, Foothill Ranch, CA 92610 ("Agreement"), which is incorporated herein by this reference;

WHEREAS, OCFA has requested additional monitoring services;

WHEREAS, Firm has submitted to OCFA a proposal dated June 19, 2017, a copy of which is attached hereto as Attachment 1 providing additional pricing and task information for the requested services and is incorporated herein by this reference; and

WHEREAS, both parties desire to amend the Agreement to increase the total contract value of \$9,800 by \$3,600 for additional services for a new not to exceed amount of \$13,400.

NOW, THEREFORE, OCFA and the Firm mutually agree as follows:

1. Section 1.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the "Proposal" attached hereto as Exhibit "A" and incorporated herein by reference and proposal for additional monitoring services dated June 23, 2017, attached hereto as Attachment 1 to Exhibit "A". In the event of any inconsistency between the terms contained in Exhibit "A" and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern. Firm warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry.

2. Section 3.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.1. Compensation of Firm.

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed: (1) in accordance with the terms set forth in Exhibit "A" in an amount not to exceed \$9,800.00, as described in Exhibit "A"; and (2) in accordance with the terms set forth in Attachment 1 to Exhibit "A" in an amount not to exceed \$3,600.00.

3. The proposal, dated June 23, 2017, attached hereto as Attachment 1, is hereby added to and made a part of the Agreement as Attachment 1 to Exhibit "A".

4. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

5. The persons executing this Amendment One on behalf of the parties hereto warrant that they are duly authorized to execute this amendment on behalf of said parties and that by so executing this amendment the parties hereto are formally bound to the provisions of this Amendment One.

IN WITNESS WHEREOF, the parties have executed this Amendment One as of the dates stated below.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

By: Debbie Casper

Debbie Casper, Purchasing Manager

Date: 7/12/17

"FIRM"

GSI ENVIRONMENTAL INC.

By: 

Matthew Q. Lentz, Principal Scientist

Date: June 26, 2017

ATTACHMENT "1"

Proposal for Additional Monitoring Services

23 June 2017

Patrick Bauer
Orange County Fire Authority
1 Fire Authority Road
Irvine, California 92602
patrickbauer@ocfa.org

Re: Proposal to Provide 1166 Monitoring Services
19682 Descartes, Foothill Ranch, California

Dear Mr. Bauer:

In accordance with your request, GSI Environmental Inc. (GSI) has prepared this proposal to provide environmental consulting services to Orange County Fire Authority ("OCFA") to assist with Rule 1166 Monitoring during soil excavation activities at 19682 Descartes in Foothill Ranch, California (the "Site" or "subject property"). This proposal outlines the scope of services and estimated cost.

BACKGROUND AND SCOPE OF SERVICES

Based on the elevated photoionization detector (PID) soil vapor readings collected during soil sampling activities on 9 June 2017, it is necessary to conduct Rule 1166 monitoring during soil excavation in the vicinity of a former sump area. We understand the impacted soil is in a localized area and that OCFA would like GSI's assistance to provide monitoring oversight and documentation of the stockpiling of soils under OCFA's contractor's Rule 1166 Various Locations Permit. It is anticipated that this work will take one day.

Following excavation of soil, GSI staff will collect confirmation samples from the sidewalls and bottom of the excavation for laboratory analysis for volatile organic compounds to confirm that soil with volatile constituents have been removed to concentrations below USEPA and California EPA screening levels for residential land use.

The estimated cost of soil vapor screening, soil stockpile oversight, 1166 monitoring documentation, and soil confirmation sampling/ analysis is \$3,600 for one field day of GSI professional personnel and sampling equipment. This amount also includes costs associated with expedited (24-hour turnaround time) laboratory analysis for up to six confirmation samples.

CONDITIONS

Our services will be charged on a time and materials basis in accordance with the 8 June 2017 Agreement and Fee Schedule.

June 23, 2017
Page 2 of 2

Thank you for the opportunity to work with you on this project. Should you have any questions or comments regarding this proposal, please contact me or Tim Wood at 949.679.1070.

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy F. Wood'.

Timothy F. Wood, PG, CHG
Principal Geologist

A handwritten signature in black ink, appearing to read 'Matthew Q. Lentz'.

Matthew Q. Lentz, BCES, CPSWQ, CPESC
Principal Scientist



Orange County Fire Authority

1 Fire Authority Road, Irvine, CA 92602

PURCHASE ORDER

DATE: 6/9/17

PURCHASE ORDER #: P0010552

VENDOR: @00008476
 GSI ENVIRONMENTAL INC.
 4590 MACARTHUR BLVD.
 SUITE 285
 NEWPORT BEACH CA 92660

SHIP TO: *P.O. # must appear on all packages & correspondence.*
 PATRICK BAUER
 ORANGE COUNTY FIRE AUTHORITY
 1 FIRE AUTHORITY ROAD
 IRVINE CA 92602

PHONE: 949-679-1070

FAX: *Delivery Hours: 7am - 12pm and 1pm - 4pm*

FOB: DESTINATION

DELIVER BY: 06/27/17

BUYER: ROTHCHILD ONG @ 714-573-6642

TERMS: NET 30 DAYS

Item	Description	Qty	Price	Total Amount
1	SOIL CHARACTERIZATION SERVICES - ENVIRONMENTAL FOR USAR WAREHOUSE LOCATED AT: 19682 DESCARTES FOOTHILL RANCH, CA 92610 . DIR REGISTRATION: 1000049844 . PROFESSIONAL SERVICES SOIL TESTING SERVICES SERVICES FOR TENANT IMPROVEMENT PROJECT AT USAR WAREHOUSE IN ACCORDANCE WITH PRICING, TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT DATED JUNE 9, 2017 AND PROPOSAL DATED JUNE 8, 2017. . TOTAL NOT TO EXCEED: \$9,800.00 . INSURANCE ON FILE: G/L, A/L, W/C, UMBRELLA, POLLUTION, PROFESSIONAL EXP: 12/3/17. . OCFA NAMED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION PROVIDED. . THIS PURCHASE ORDER SERVES AS WRITTEN CONTRACT. Account #: Amount 123-P535-4405-200- 9800.00	1.00 EA	9,800.0000	9,800.00
			Total Amount	

Authorized Signature:

Send invoices to: Accounts Payable @ AP@ocfa.org (Include Federal Tax ID # on invoice)

Please acknowledge the terms and conditions on the reverse side.



Orange County Fire Authority

1 Fire Authority Road, Irvine, CA 92602

PURCHASE ORDER

DATE: 6/9/17

PURCHASE ORDER #: P0010552

VENDOR: @00008476

GSI ENVIRONMENTAL INC.
4590 MACARTHUR BLVD.
SUITE 285
NEWPORT BEACH CA 92660

SHIP TO:

P.O. # must appear on all packages & correspondence.

PATRICK BAUER
ORANGE COUNTY FIRE AUTHORITY
1 FIRE AUTHORITY ROAD
IRVINE CA 92602

PHONE: 949-679-1070

FAX:

Delivery Hours: 7am - 12pm and 1pm - 4pm

FOB: DESTINATION

DELIVER BY: 06/27/17

BUYER: ROTHCHILD ONG @ 714-573-6642

TERMS: NET 30 DAYS

Item	Description	Qty	Price	Total Amount
	VENDOR CONTACT: MATTHEW LENTZ @ 949-679-1070 MQLENTZ@GSI-NET.COM OCFA CONTACT: PATRICK BAUER @ (714) 573-6471			
	Account #: 123-P535-4405-200-	Amount: 9800.00		
			ADDL CHARGES:	.00
			TOTAL TAXES:	.00
			Total Amount	9,800.00

Authorized Signature:

Send invoices to: Accounts Payable @ AP@ocfa.org (Include Federal Tax ID # on invoice)

Please acknowledge the terms and conditions on the reverse side.

Conditions: The following OCFA standard work order conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work. Whenever used herein "OCFA" shall mean the Orange County Fire Authority, Orange County, California.

STANDARD CONDITIONS

1. Law: This contract is governed by the laws of the state of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.

2. Contract: This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the OCFA: no exceptions, alternates, substitutes or revisions are valid or binding on the OCFA unless authorized by the OCFA in writing. If any conditions conflict with the provisions of the written agreement, the provisions of the written agreement shall govern.

3. Delivery: Time of delivery is the essence of this contract. The OCFA reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to the applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind OCFA to accept future shipments, nor deprive it of the right to return goods already accepted, at SELLER'S expense. Overshipment and undershipment shall be only as agreed to by OCFA.

4. Risk of loss: Delivery shall not be deemed to be complete until goods have been actually received and accepted by OCFA. Payment shall be made after satisfactory acceptance of shipments by OCFA.

5. Warranty: SELLER expressly warrants that the goods covered by this order are free of liens, of merchantable quality and satisfactory and safe for consumer use. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable counsel fees, uncured or sustained by OCFA by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable local, 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. Contractor represents and warrants that the equipment provided under this agreement is designed to be used prior to, during, and after the calendar year 2000. The equipment provided will correctly differentiate between years that end in the same two digits, and will accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the 20th and 21st centuries.

6. Infringement: SELLER shall indemnify and defend OCFA, at SELLER'S expense against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.

7. Assignment: Neither this order nor any claim against OCFA arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation of law, nor shall SELLER subcontract any obligations hereunder, without OCFA's prior written consent.

8. Default: If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit of creditors, OCFA shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice; whereupon (a) OCFA shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) OCFA may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by OCFA shall be considered prevailing market price at the time such purchase is made.

9. Labor Disputes: Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to OCFA.

10. Non-Discrimination: In the performance of the terms of any contract resulting from this order, SELLER agrees that he will not engage nor permit such subcontractors where applicable as he may employ, to engage in discrimination in the employment of persons because of race, color, sex, age, disability, national origin or ancestry, or religion of such person.

11. Termination: OCFA reserves the right to terminate this contract without penalty with cause immediately or without cause after 30 days written notice unless otherwise specified.

12. Taxes: Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax.

WORK ORDER CONDITIONS

13. Performance: SELLER shall perform all work diligently, carefully, and in a good and worklike manner, shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor, shall obtain and maintain all building and other permits and licenses required by Public authorities in connection with performance of the work, and if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent of OCFA.

14. Indemnification: Seller agrees to indemnify and hold harmless OCFA, its officers, employees and agents from any claims, demands or liability for injury to any persons or property, including contractor, its officers, employees or agents, OCFA, its officers, employees agents or other persons arising out of or resulting from SELLER'S performance under this contract, unless such injury is caused by the sole negligence or concurrent active negligence of OCFA, its officers, employees or agents. If SELLER'S negligence combines with OCFA'S negligence to cause injury, the parties agree that liability will be apportioned as determined by a court of competent jurisdiction. Neither party shall request a jury apportionment.

15. Safety/Liability Language: In connection with the performance of this contract, OCFA shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger or hazard to any and all employees. Contractor agrees that OCFA, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the worksite.

Contractor acknowledges the provisions of Section 6400 of the Labor Code, which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event OCFA identifies the existence of any condition that presents an actual or threatened danger or hazard

to any or all employees at the worksite OCFA is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this section. OCFA may also, at its sole authority and discretion, issue an immediate stop work order to Contractor to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by OCFA to Contractor in accordance with the provisions of this Section shall not give rise to any claim or cause of action for delay damages by Contractor or Contractor's agents or subcontractors against OCFA.

16. Insurance: SELLER shall maintain in full force during the term of this contract the following insurance and limits not less than those specified (a) Worker's Compensation and Employers' Liability complying with any statutory requirements; (b) Comprehensive General Liability Insurance including a broad form Property Damage endorsement with a \$1,000,000 combined single limit each occurrence; (c) Comprehensive Auto Liability (including the owned, nonowned and hired automobile hazards) with a \$1,000,000 combined single limit each occurrence; (d) Contractual Liability with \$1,000,000 combined single limit each occurrence. If OCFA so desires, these limits may be increased or decreased.

17. Bill and Liens: SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises; but if any does so attach, SELLER shall promptly procure its release and indemnify OCFA against all damages and expense incident thereto.

18. Bonds: If OCFA so desires, SELLER shall provide payment and performance bonds as required.

19. Changes: SELLER shall make no changes in the work or perform any additional work without OCFA'S specific written approval.

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 9th day of June, 2017 by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and GSI Environmental Inc., a Corporation, hereinafter referred to as "Firm".

RECITALS

WHEREAS, OCFA requires the services of a firm to provide soil characterization services at the Urban Search and Rescue (USAR) Warehouse located at 19682 Descartes, Foothill Ranch, CA 92610, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated June 8, 2017, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference; and

WHEREAS, based on its experience and reputation, Firm is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Firm for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Firm and Firm agrees to provide professional services as follows:

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the "Proposal" attached hereto as Exhibit "A." Firm warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in Exhibit "A" and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses and Permits.

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work.

By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the work to be performed, (b) has investigated the site of the work and become fully acquainted with the conditions there existing, (c) has carefully considered how the work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should the Firm discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OCFA, Firm shall immediately inform OCFA of such fact and shall not proceed with any work except at Firm's risk until written instructions are received from the Contract Officer.

1.5 Care of Work.

Firm shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the work, and shall be responsible for all such damage until acceptance of the work by OCFA, except such loss or damages as may be caused by OCFA's own negligence.

1.6 Additional Services.

Firm shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Contract Officer, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding ten percent (10%) of the original Agreement sum must be approved in writing by the Contract Officer. Any greater increase must be approved in writing by the Purchasing Manager.

2. TIME FOR COMPLETION

The time for completion of the services to be performed by Firm is an essential condition of this Agreement. Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in Firm's proposal. Firm shall not be accountable for delays in the progress of its work caused by any condition beyond its

control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF FIRM

3.1 Compensation of Firm.

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an amount not to exceed \$9,800.00 (Nine Thousand Eight Hundred Dollars).

3.2 Method of Payment.

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

3.3 Changes.

In the event any change or changes in the work is requested by OCFA, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

3.4 Appropriations.

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance.

All services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Firm's proposal, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

4.3 Force Majeure.

The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Firm shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term.

Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the services.

5. COORDINATION OF WORK

5.1 Representative of Firm.

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Matthew Lentz

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

5.2 Contract Officer.

The Contract Officer shall be Patrick Bauer, unless otherwise designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

5.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Firm, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCFA. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of OCFA.

5.4 Independent Contractor.

Neither OCFA nor any of its employees shall have any control over the manner, mode or means by which Firm, its agents or employees, perform the services required herein, except as otherwise set forth herein. Firm shall perform all services required herein as an independent Firm of OCFA and shall remain at all times as to OCFA a wholly independent contractor with only such obligations as are consistent with that role. Firm shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of OCFA.

6. INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance.

Firm shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Firm's performance under this Agreement. Firm shall also carry workers' compensation insurance in accordance with California worker's compensation laws. Such insurance shall be kept in effect during the term of this Agreement and shall not be cancelable without thirty (30) days written notice to OCFA of any proposed cancellation. OCFA's certificate evidencing the foregoing and designating OCFA as an additional named insured shall be delivered to and approved by OCFA prior to commencement of the services hereunder. The procuring of such insurance and the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Firm's obligation to indemnify OCFA, its Firms, officers and employees. The amount of insurance required hereunder shall include comprehensive general liability, personal

injury and automobile liability with limits of at least one million (\$1,000,000) combined single limit coverage per occurrence and professional liability coverage with limits of at least one million dollars (\$1,000,000). Coverage shall be provided by admitted insurers with an A.M. Best's Key Rating of at least A-VII. If Firm provides claims made professional liability insurance, Firm shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Firm's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Firm's services under this Agreement. The Firm shall also be required to provide evidence to OCFA of the purchase of the required tail insurance or continuation of the professional liability policy.

6.2 Indemnification.

The Firm shall defend, indemnify and hold harmless OCFA, its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to or death of person or persons, for damage to property, including property owned by OCFA, and for errors and omissions committed by Firm, its officers, employees and agents, arising out of or related to Firm's performance under this Agreement, except for such loss as may be caused by OCFA's own negligence or that of its officers or employees.

7. RECORDS AND REPORTS

7.1 Reports.

Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

7.2 Records.

Firm shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

7.3 Ownership of Documents.

Except for any documents required by the rules of conduct governing Contractor's profession to be owned by Contractor, all drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract

Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subconsultants and subcontractors shall provide for assignment to OCFA of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify OCFA for all damages resulting therefrom.

7.4 Release of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver.

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waiver or render unnecessary OCFA's consent to or approval of any subsequent act of Firm. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive 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 shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.4 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term.

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Firm, except that where termination is due to the fault of the Firm and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

Firm may terminate this Agreement, with or without cause, upon thirty (30) days written notice to OCFA.

8.6 Termination for Default of Firm.

If termination is due to the failure of the Firm to fulfill its obligations under this Agreement, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and the Firm shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

8.7 Attorneys' Fees.

If either party commences an action against the other party arising out of or in connection with this Agreement or its subject matter, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

No officer or employee of OCFA shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by OCFA or for any amount which may become due to the Firm or its successor, or for breach of any obligation of the terms of this Agreement.

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

10.5 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: 6/7/17

By: Debbie Casper

Debbie Casper, Purchasing Manager

"FIRM"

GSI ENVIRONMENTAL INC.

Date: 9 June 2017

By: [Signature]

~~Matthew Lentz, Principal Scientist~~

Gino BIANCHI

V.P. & Principal Geochemist

EXHIBIT A

8 June 2017

Patrick Bauer
Orange County Fire Authority
1 Fire Authority Road
Irvine, California 92602
patrickbauer@ocfa.org

Re: Revised Proposal to Provide Soil Characterization Services
19682 Descartes, Foothill Ranch, California

Dear Mr. Bauer:

In accordance with your request, our telephone conversation on June 6, and a meeting conducted today with Mr. Chris De Coursey, GSI Environmental Inc. (GSI) has updated our June 7, 2017 proposal to provide environmental consulting services to Orange County Fire Authority ("OCFA") to assist with OCFA's evaluation of environmental soil conditions for the property located at 19682 Descartes in Foothill Ranch, California (the "Site" or "subject property"). This proposal outlines the scope of services, estimated cost, and schedule to complete the environmental testing services described herein.

BACKGROUND

Based on our conversation and the meeting conducted at the Site today with Mr. Chris De Coursey, we understand that during earthwork at the Site, surface soil beneath a former concrete paved area within the building footprint was identified that exhibited a darker color and an odor potentially indicative of petroleum hydrocarbons. We understand the soil with odor is in a localized area and that OCFA would like GSI's assistance to evaluate the chemical characteristics and potential extent of the observed soil.

We further understand that the Site formerly was utilized for printing operations beginning sometime in the 1990s and formerly was undeveloped land.

SCOPE OF SERVICES

GSI will visit the Site to observe conditions with you, and will screen surface soil using a photoionization detector (PID) for the presence of volatile organic compounds (VOCs). In addition, GSI will retain a field sampling technician from Blaine Tech Services (BTS) to perform hand augering to assist GSI with soil sample collection.

Based on discussion, we anticipate collecting soil samples from depth between ground surface and 5 feet below grade at four to six locations, and retaining soil samples for potential laboratory analysis from surface soil and depths of 1.5, 3, and 5 feet below grade.

Laboratory analytical testing of retained soil will be determined during sampling and based on observations and field screening with a PID. Based on the past use as a print shop and description of potential hydrocarbon odors, GSI anticipates running select soil samples for analysis by one or more of the following analytical methods:

- Total petroleum hydrocarbons (TPH) in the gasoline, diesel, and motor oil ranges using EPA Method 8015B;
- VOCs using EPA Method 8260B;

- Semi-volatile organic compounds using EPA Method 8270; and
- Metals using EPA Method 6010/7471.

GSI will prepare a data transmittal consisting of summary data tables and a figure showing completed sampling locations, along with a summary of completed activities.

The estimated costs for this task include:

- \$4,000 for GSI and BTS professional personnel and sampling equipment; and
- \$5,800 for laboratory testing assuming 10 soil samples for each analytical method listed above analyzed on a 48-hour expedited turnaround.¹

The total estimated cost to complete this task is **\$9,800**.

SCHEDULE

GSI is prepared to begin work on this project upon your authorization of this proposal. We have scheduled GSI and BTS sampling personnel to visit the Site on Friday June 9, 2017 with necessary equipment and materials to complete the scope of services described herein.

CONDITIONS

Our services will be charged on a time and materials basis in accordance with the attached Agreement and Fee Schedule.

Thank you for the opportunity to work with you on this project. Should you have any questions or comments regarding this proposal, please contact me or Tim Wood at 949.679.1070.

Sincerely

Sincerely,



Timothy F. Wood, PG, CHG
Principal Geologist



Matthew Q. Lentz, BCES, CPSWQ, CPESC
Principal Scientist

Attachments:

GSI Agreement
2017 Fee Schedule

¹ This estimate is for planning purposes and based on field observations, GSI may vary the analytical testing program and analyze only select target constituents from certain sample locations.





Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
July 13, 2017

Agenda Item No. 5B
Discussion Calendar

**Change Order and Contract Increase for the
Audio Video Systems Upgrade Project**

Contact(s) for Further Information

Dave Anderson, Assistant Chief Support Services Department	daveanderson@ocfa.org	714.573.6006
Joel Brodowski, IT Manager	joelbrodowski@ocfa.org	714.573.6421

Summary

This agenda item seeks approval for a change order and purchase order increase, and to execute the 2nd amendment for the public works contract awarded to Western Audio Visual. The original purchase order was to upgrade the Audio Video (AV) equipment, systems, wiring, and electronic voting system used in the Board Room, Classrooms, and Training rooms at the Regional Fire Operations and Training Center (RFOTC). This requested change order is specific to the electronic voting system only.

Prior Board/Committee Action

On October 27, 2016, the Board of Directors accepted the bid of \$512,296.52 for the upgrade of the RFOTC AV systems from Western Audio Visual (WAV), the lowest responsive and responsible bidder responding to formal bid R02155. On November 17, 2016, the Board of Directors approved adding a 10% contingency or \$51,229 to the WAV Purchase Order of \$512,296.52 for a new total of \$563,525.52 for emergent situations affecting installation of the AV equipment, systems and wiring that would have to be addressed immediately and could not wait for approval by the Board of Directors. On December 21, 2017, Chairman Hernandez and Vice Chair Swift of the OCFA Board of Directors approved a request from Assistant Fire Chief Mike Schroeder to use \$1,405.31 of the 10% contingency for emergent electrical modifications to the RFOTC Board Room.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to process the change order to replace the electronic voting system that is part of the public works Audio Video (AV) upgrade project, to execute the 2nd amendment of the contract, and to increase Purchase Order P0009974 by \$62,979.97 for a new project total of \$626,505.49.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding is available in the Audio Video upgrade project budget.

Background

Current Project Status

The AV upgrade project is largely complete and the AV systems are functioning as designed with the exception of the electronic voting system (Electrovote), which is a separate system from the rest of the AV equipment. The Electrovote system was selected because of its simplicity and ease of use, but has failed to operate reliably during multiple OCFA Board of Directors meetings, most recently in the April 27, 2017 Board of Directors Executive Committee meeting where it failed to work on multiple votes.

Western Audio Visual (WAV), OCFA, and Electrovote staff worked extensively over a period of several months to test and resolve the problems which included replacing all communications cables, rebuilding the cable ends, replacing some of the voting modules, and reprogramming efforts. OCFA has withheld final payments totaling \$35,836.88 remaining on the WAV and TK1SC purchase orders until the Electrovote problems are resolved or the system is replaced. TK1SC is the firm OCFA contracted with to develop the plans and specifications for the AV upgrade project. OCFA staff met with WAV and TK1SC staff on May 17, 2017 and notified both vendors that the Electrovote system was unacceptable and OCFA was rejecting the voting system.

In May of this year, WAV completed replacing and upgrading the AV and electronic voting systems for the City of Tustin Council Chambers and invited OCFA staff for a demonstration. The City of Tustin's electronic voting system meets OCFA requirements and is designed to work with the core AV systems already installed in the RFOTC Board Room.

WAV has agreed to credit the cost of the Electrovote system towards the purchase of a new Electronic voting system designed by WAV. The new system includes individual 5" LCD voting control panels installed at each Board Member position, a 20" LCD control Panel for the Clerk of the Authority to control the roll call and voting process, associated cabling, network equipment, installation and programming costs, and two 90" LCD monitors to display the voting results. The two 90" LCD monitors replace the two 65" LCD monitors currently installed in the RFOTC Board Room. The larger monitors are needed to display the voting results legibly for all Board Members and the public to view. The two 65" LCD monitors currently installed will be repurposed to replace outdated TV monitors and screens in OCFA conference rooms.

The price of the WAV electronic voting system is \$81,001.93. The amount of the total credit for the Electrovote system is \$18,021.96. Staff requests increasing the WAV purchase order by \$62,979.97 to purchase and install the new WAV electronic voting system for the new project total of \$626,505.49.

Attachment(s)

- 1) Western Audio Visual (WAV) electronic voting system price quote.
- 2) Amendment No. 2 to Construction Contract with Western Audio Visual (WAV)



Hailey Schellin
 6353 Corte del Abeto, Suite 106
 Carlsbad, CA 92011
 Phone: (760) 438-8948
 Fax: (760) 438-0066

Orange County Office:
 1592 N. Batavia St., Suite #2
 Orange, CA 92867
 Phone: (949)584-7028
 Fax: (714) 637-7330

Cell: (949) 584-7028
haileys@wav1.com
www.wav1.com

Prepared for:

COMPANY: Orange County Fire Authority
ATTENTION: Joel Brodowski
ADDRESS: 0
 1 Fire Authority
 Irvine, CA 92602
TELEPHONE: 714-573-6421
FAX PHONE: -
E-MAIL: joelbrodowski@ocfa.org

DATE: July 10, 2017
TERMS: NET 30
FOB: Destination
SALES TAX: 7.7500%
DELIVERY: TBD
QUOTE VALID: 30 Days
REVISION: A
WAV PROJECT #: TBD

OPTION 2

EQUIPMENT						
Item	Qty	Manufacturer	Model	Description	PRICE	EXTENSION
	2	Sharp	PN-LE901	90" LCD	\$ 7,995.00	\$ 15,990.00
	2	Premier	P5080T	Wall Mount	\$ 132.00	\$ 264.00
	2	Crestron	DGE-100	Digital Graphics Engine	\$ 2,000.00	\$ 4,000.00
	1	Crestron	DMC-4K-HD-HDCP2	HDMI input card	\$ 800.00	\$ 800.00
	30	Crestron	TSW-560P-B-S	5" Touch Screen, Portrait, Black Smooth	\$ 800.00	\$ 24,000.00
	1	Netgear	GS752TP-100NAS	52-Port PoE Switch	\$ 724.00	\$ 724.00
	1	Viewsonic	VA2055SM	20" Monitor for Clerk's Voting Area	\$ 114.00	\$ 114.00
	1	Logitech	MK120	Keyboard/Mouse for Voting System Control	\$ 20.00	\$ 20.00
Miscellaneous Components						
	1	Custom	WAV	Miscellaneous Components	\$ 2,719.00	\$ 2,719.00
	30	Custom		Table top box	\$ 160.00	\$ 4,800.00
EQUIPMENT SUB-TOTAL						\$ 53,431.00
SHIPPING AND HANDLING						\$ 181.50
TAX						\$ 4,154.97

NON-EQUIPMENT

Engineering, Drafting & DSP	\$	3,408.00
Control Programming	\$	9,600.00
Project Management	\$	-
Staging & Assembly	\$	736.00
Installation & Testing	\$	8,096.00
Training	\$	368.00
Service/Preventative Maintenance	\$	-
Credit for Electrovote (including 8.00% tax)	\$	(18,021.96)
G & A	\$	801.47
Electronic Waste Recycling Fee	\$	225.00

NON-EQUIPMENT TOTALS \$ 5,212.51

PROPOSAL TOTAL \$ 62,979.97

Basic Warranty: The AV System is warranted against all defects of material and workmanship, as a system, as well as individual components, for a period of 90 Days after date of acceptance or first used. If individual manufacturers warranty their equipment for a longer period, the manufacturer's warranty will apply, unless Extended Warranty is purchased.

Notes: This proposal includes prevailing wage rates.
 Engineering: 24 hours at \$142/hr ; Programming: 48 hours at \$200/hr ; Staging: 8 hours at \$92/hr ;
 Installation: 88 hours at \$92/hr ; Training: 4 hours at \$92/hr

 AUTHORIZED SIGNATURE

 DATE

**AMENDMENT NO. 2 TO CONSTRUCTION CONTRACT
BETWEEN ORANGE COUNTY FIRE AUTHORITY AND
WESTERN AUDIO VISUAL**

This Amendment No. 2 to Construction Contract ("Amendment No. 2") is entered into this 12 day of July, 2017 by and between Orange County Fire Authority ("OCFA") and Western Audio Visual ("Contractor"). OCFA and Contractor are sometimes hereinafter referred to individually as a "party" and collectively as the "parties".

WHEREAS, OCFA and Contractor entered into that certain Construction Contract on October 27, 2016, and subsequently entered into that certain Amendment to Construction Contract Per Bid R02155 on November 17, 2016 (collectively, the "Contract"); and

WHEREAS, Authority and Contractor desire to amend Attachment B – Schedule of Values of the Contract to reflect Contractor's removal of the Electrovote system and components and the addition of Crestron voting systems and components.

NOW, THEREFORE, OCFA and Contractor agree to amend the Contract as follows:

Attachment B – Schedule of Values is hereby amended to reflect the additions and deletions set forth on Exhibit 1 attached hereto:

- Western Audio Visual removal of the Electrovote system and components in the amount of \$(18,020.96) (inclusive of 8.00% tax)
- Western Audio Visual additions for Crestron voting systems and components, Installation, Training, and Professional Services in the amount of \$81,001.93

Except as modified herein, all terms, and conditions of the Contract shall remain in full force and effect. In the event of a conflict between the terms of the Contract, the terms of this Amendment No. 2 shall control.

The persons executing this Amendment No. 2 on behalf of each respective party warrant that they are duly authorized to execute this Amendment No. 2 on behalf of the said parties and that by so executing this Amendment No. 2 the parties are formally bound to the provisions of this Amendment No. 2.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the date first written above:

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Debbie Casper, Purchasing Manager

"CONTRACTOR"

WESTERN AUDIO VISUAL

Date: 7/12/17

By: Catherine Schellin

Catherine Schellin, President

Exhibit 1



Hailey Schellin
 6353 Corte del Abeto, Suite 106
 Carlsbad, CA 92011
 Phone: (760) 438-8948
 Fax: (760) 438-0066

Orange County Office:
 1592 N. Batavia St., Suite #2
 Orange, CA 92867
 Phone: (949)584-7028
 Fax: (714) 637-7330

Cell: (949) 584-7028
haileys@wav1.com
www.wav1.com

Prepared for:

COMPANY: Orange County Fire Authority
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ADDRESS: 0
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FAX PHONE: -
E-MAIL: joelbrodowski@ocfa.org

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