

LOS ANGELES COUNTY
OFFICE OF EDUCATION

CONTRACT
FOR
CONSULTANT SERVICES RELATED TO THE
CALIFORNIA SCHOOLS STORM WATER COMPLIANCE GROUP

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and

PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District," and

WOOD ENVIRONMENTAL & INFRASTRUCTURE SOLUTIONS, INC., located at 3560 Hyland Avenue, Suite 100, Costa Mesa, California 92626, hereinafter referred to as "Contractor," mutually agree as follows:

1. BASIS OF CONTRACT AND SCOPE OF WORK

- 1.1 LACOE's Division of Business Advisory Services has determined that it is desirable to coordinate the group of school and community college districts listed on Exhibit A, attached hereto and made a part hereof, hereafter referred to as the California Schools Storm Water Compliance Group (CSSWCG), Los Angeles Area, for the purpose of preparing plans and documents, and conducting analysis required for compliance with provisions of the Federal Clean Water Act (FCWA) and regulations of the California State Water Resources Control Board (SWRCB) as they relate to the requirements of the California General Industrial Storm Water Permit (General Permit).
- 1.2 Contractor will provide technical services to the CSSWCG. Any conflict with Contractor's activities and this Contract shall be referred for resolution to LACOE, whose decisions in such matters shall be final and binding on all parties. District and Contractor have the required background, training and expertise to perform the work to be done and agrees to do so in accordance with the terms and conditions of this Contract. All work shall be coordinated with LACOE's representative who is Gerald Yarbrough and Contractor's representative who is Brent Smith.

2. TERM AND TERMINATION OF CONTRACT

This Contract is effective July 1, 2019 and shall remain in effect through June 30, 2020. The Contract may be amended by mutual written consent of the parties and may be terminated by any party upon thirty (30) days advance written notification. This Contract supersedes all previous contracts for services related to storm water disclosure monitoring by the parties.

3. PAYMENT

- 3.1. District shall pay Contractor an amount not to exceed Three Thousand Dollars (\$3,000.00) per year, for work performed hereunder. Any work performed by the Contractor in excess of this amount shall be considered as having been done at no additional cost to the District, unless this Contract is so amended by written amendment. Payment shall be made upon completion and acceptance by the District of the work performed and within thirty (30) days of receipt of an

itemized invoice submitted to the District. The invoice shall indicate the work performed by the Contractor with regard to analysis required for the compliance with the provisions of the FCWA and regulations of the Board as they relate to the implementation permit for California facilities with storm water discharges associated with industrial activity. The amount not to exceed includes a lump sum support fee of One Thousand Eight Hundred Dollars (\$1,800.00) per year, unless there is a decrease in CSSWCG members per section 3.3. Districts requiring additional services as specified in Sections 5 and 6 will be charged at cost for outside services such as additional FedEx charges and laboratory fees and additional labor will be charged as specified in Section 6.

- 3.2. District shall pay LACOE an amount not to exceed Eight Hundred Dollars (\$800.00) annually for services specified herein. Payment shall be made within thirty (30) days of receipt of an invoice submitted to the District.
- 3.3. If the total number of districts participating in the CSSWCG decreases to 15 members, District agrees to increase the annual payment to the Contractor to an amount of Two Thousand Dollars (\$2,000.00) per year plus additional charges in accordance with Sections 3.1, 5 and 6 for the current year of the contract term.
- 3.4. The General Permit includes requirements for the Compliance Group Leader to prepare a Consolidated Level 1 Exceedance Response Actions (ERA) Report as needed to address ERA Level 1 status. Level 2 ERA Action Plans and Technical Reports are required for Participants with Level 2 status. The status of each District will be evaluated during the 2019-2020 Compliance Year. If a Consolidated Level 1 ERA Report is required for the District, the Contractor will prepare the report by the deadline on January 1, 2020. The Contract amount may be amended during future Contract terms to cover the additional services such as the Level 2 ERA Action Plan.
- 3.5. If at any time the District elects to terminate the contract, the District will pay LACOE and Contractor on a prorated basis based on effort completed. A detailed invoice will be prepared by the Contractor for services completed.

4. RESPONSIBILITIES OF LACOE

- 4.1. LACOE shall provide assistance to the Contractor as required, provide information to the CSSWCG on compliance requirements and on determinations of the applicability of the California storm water permit regulations and other such information as may be required to complete the work to be done.
- 4.2. LACOE is coordinating the services between the participating Districts and Contractor. LACOE is not responsible for payments to the Contractor.

5. RESPONSIBILITIES OF THE DISTRICT

- 5.1. District shall collect storm water runoff samples for testing and submit the samples to the Contractor's approved laboratory, (when required). District shall submit the samples by the next work day after collection for analysis using the Contractor's prepaid FedEx account (or similar method). The lump sum contract amount in Section 3 covers One Hundred Dollars (\$100.00) in FedEx (or similar method) delivery fees and up to Five Hundred Dollars (\$500.00) in laboratory charges. District shall notify Contractor upon successful sample completion for tracking.
- 5.2. District shall pay Contractor and LACOE promptly upon receipt of an invoice as specified in Section 3 Payment.

- 5.3. District shall pay any penalty or assessment that may be levied against the District by State or Regional Water Resources Board or other agency having jurisdiction.
- 5.4. District shall complete, implement, certify and submit electronically via the SWRCB's Storm Water Multiple Application and Report Tracking System (SMARTS), Permit Registration Documents including a Storm Water Pollution Prevention Plan (SWPPP).
- 5.5. District shall register as a member of CSSWCG in SMARTS.
- 5.6. District shall add Contractor as a Data Submitter in SMARTS.
- 5.7. District shall provide Contractor with necessary data to update the annual report information in SMARTS.
- 5.8. District shall be responsible for certification and submittal of documents required via SMARTS.
- 5.9. Conduct one Annual Evaluation each reporting year (July 1 to June 30).

6. RESPONSIBILITIES OF THE CONTRACTOR

The responsibilities of the Contractor include, but may not be limited to the following:

- 6.1. Serve as the required Compliance Group Leader. Contractor is required to complete State Water Board sponsored and approved training program. Contractor shall register in SMARTS as the Compliance Group Leader following the completion of the training program.
- 6.2. Assist Compliance Group Participants with compliance activities required by the General Permit as identified below.
- 6.3. Contractor shall provide an annual storm water compliance seminar. Contractor will provide presentation materials to Districts following the training. Training shall include general BMP implementation, monitoring, and SMARTS demonstration and guidance.
- 6.4. Contractor shall provide District with necessary forms and guidance for preparing or updating the site-specific SWPPP including providing a Compliance Group SWPPP Template and necessary forms.
- 6.5. Contractor shall coordinate with laboratory to provide sample containers, labels, litmus paper to test pH, and provide a prepaid FedEx shipping label. Contractor's laboratory shall conduct analytical testing including total suspended solids and oil and grease. The Contractor's lump sum fee of \$1,800.00 includes up to \$100.00 in FedEx and/or similar delivery method fees and up to \$500 in laboratory charges. Additional outside service fees will be charged by the Contractor at cost to District. Backup of any additional charges will be provided by the Contractor with the detailed invoice.
- 6.6. Contractor shall inspect all the facilities of the Compliance Group Participants at a minimum of once per reporting year (July 1 to June 30). Additional inspection services may be requested by the District, which will be charged an hourly rate fee and mileage will be charged at the IRS Mileage Rate. The project bill rates will be based on the Contractor's Schedule of Charges. No additional charges will be added to the District invoices without prior consent.

- 6.7. Contractor shall compile monthly sample visual observation forms. Where necessary, Contractor will contact District to discuss results and possible revisions to site specific best management practices. Maintain records of contact and discussions with District for incorporation into annual report in SMARTS.
- 6.8. Contractor shall assist with the preparation of the Annual Report in SMARTS as a data submitter including uploading analytical data, assistance with the annual report checklists, and preparation of summaries of analytical data and visual monitoring results.
- 6.9. Provide storm water consultation to the District through the Compliance year.
- 6.10. Provide consulting related to industrial permit compliance as needed.

7. CANCELLATION DUE TO ELIMINATION OF REGULATORY REQUIREMENTS

In the event storm water discharge sampling and related analysis is eliminated as a requirement for District by the Board, this Contract shall be canceled and any amounts due under the Contract shall be prorated to the date of cancellation. This Contract shall be amended to reflect that Contractor shall not perform such sampling and analysis, and the Contract payment for services rendered by Contractor during the year in which the exemption was granted, shall be proportionately reduced. Thereafter, LACOE may terminate this Contract. If SWPPP or other requirements are added or deleted by federal or state agencies, payment as specified in Section 3 PAYMENT, shall be amended by the parties.

8. DISTRICT CHANGE IN STATUS

- 8.1. If District discontinues bus service or the maintenance facility and/or facilities operated by the District, the District may withdraw from the CSSWCG upon payment for all services rendered by LACOE and the Contractor.
- 8.2. Any District wishing to join the CSSWCG may do so by submitting a request to LACOE and paying LACOE as required to bring the District to the current CSSWCG member status.

9. INDEMNIFICATION

- 9.1. District agrees to defend, indemnify, save, and hold harmless the Contractor and LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.
- 9.2. Contractor agrees to defend, indemnify, save, and hold harmless the District and LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of the Contractor. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.
- 9.3. LACOE agrees to defend, indemnify, save, and hold harmless the District and the Contractor

from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

10. INSURANCE

District and Contractor shall maintain such general liability, property damage, workers' compensation, and auto insurance as is required to protect District and Contractor and LACOE as their interests may appear.

11. INDEPENDENT CONTRACTOR

While performing their obligations under this Contract, District and Contractor are independent contractors and not an officer, employee or agent of LACOE. The District and Contractor shall not at any time or in any manner represent that they or any of their officers, employees, or agents are employees of LACOE.

While performing its obligation under this Contract, Contractor is an independent contractor and not an officer, employee or agent of the District. The Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of District.

12. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, the District agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

13. RECORD RETENTION AND INSPECTION

District and Contractor agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by District and Contractor and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

14. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of all contracting parties appear beside such deletion or change.

15. SEVERABILITY/WAIVER

15.1. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

15.2. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

16. ASSIGNMENT

District and Contractor shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, District and Contractor shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom District and Contractor intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

17. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by all of the parties hereto.

18. ATTORNEY'S FEES

Should any party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

19. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

20. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:

Contracts Section
9300 Imperial Highway, ECW Room 1006
Downey, CA 90242-2890

DISTRICT:

Mailing Address is District Office

CONTRACTOR:

WOOD ENVIRONMENTAL & INFRASTRUCTURE SOLUTIONS, INC.
3560 Hyland Avenue, Suite 100
Costa Mesa, California 92626

21. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, District and Contractor, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

22. TOBACCO AND MARIJUANA-FREE WORKPLACE

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco and/or marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and/or marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

23. ALCOHOL AND DRUG-FREE WORKPLACE

District and Contractor hereby certifies under penalty of perjury under the laws of the State of California that District and Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

25. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District and Contractor certifies to the best of its knowledge and belief that it and its principals:

- 26.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 26.2. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State

antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property.

26.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 26.2 above, of this certification; and,

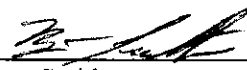
26.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

27. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counterparts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

WOOD ENVIRONMENTAL &
INFRASTRUCTURE SOLUTIONS, INC.

PALOS VERDES PENINSULA
UNIFIED SCHOOL DISTRICT

By 
Brent Smith
Senior Associate Scientist

By _____

Typed or Printed Name

Indicate Federal Tax I.D. Number:

91-1641772

Title _____

Date 10/3/2019

Date _____

LOS ANGELES COUNTY
OFFICE OF EDUCATION

By _____
Patricia Smith
Chief Financial Officer

Date _____
Im 9-10
Report 8/5/19

EXHIBIT A

2019-2020 CALIFORNIA SCHOOLS STORM WATER COMPLIANCE GROUP

Arcadia Unified School District

Bassett Unified School District

Centralia Elementary School District

Covina-Valley Unified School District

Downey Unified School District

Las Virgenes Unified School District

Monrovia Unified School District

Montebello Unified School District

Murrieta Valley Unified School District

Palos Verdes Peninsula Unified School District

Placentia-Yorba Linda Unified School District

Rowland Unified School District

Santa Monica-Malibu Unified School District

Sulphur Springs Union School District

Torrance Unified School District

Walnut Valley Unified School District

Whittier Union High School District