

SUBORDINATE CONTRACT MA-280-25011321

FOR

LANDSCAPE MAINTENANCE SERVICES

BETWEEN

COUNTY OF ORANGE, JOHN WAYNE AIRPORT

AND

SOUTH COUNTY LANDSCAPES, INC.

JOHN WAYNE AIRPORT
ORANGE COUNTY



**SUBORDINATE CONTRACT MA-280-25011321
WITH
SOUTH COUNTY LANDSCAPES, INC.
FOR
LANDSCAPE MAINTENANCE SERVICES**

This Subordinate Agreement MA-280-25011321 for Landscape Maintenance Services (“Contract”), is made and entered into as of the date fully executed by and between the County of Orange (“County”), a political subdivision of the State of California, acting through its department John Wayne Airport (“County” or “JWA”), and South County Landscapes, Inc. (“Contractor”), with a place of business at 31221 Calle Del Campo, San Juan Capistrano, CA 92675 with County and Contractor sometimes referred to as “Party” or collectively as “Parties.”

ATTACHMENTS

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

Attachment A – Regional Cooperative Agreement (RCA) RCA-017-24010008

Attachment B – Scope of Work

Attachment C - Payment/Compensation

RECITALS

WHEREAS, the County acting through the County Procurement Office (“CPO”), issued a Regional Cooperative Agreement Contract (“RCA”) Contract RCA-017-24010008 for Landscape Services at Various Locations effective November 1, 2023, through October 31, 2028 (“Master Contract”); and,

WHEREAS, the Parties desire to enter into Subordinate Contract MA-280-25011321 for Landscape Maintenance Services, effective September 1, 2025 through October 31, 2028, for a Total Contract Amount Not to Exceed \$2,337,348.00 (“Contract”); and,

WHEREAS, Contractor agrees to provide Landscape Maintenance Services in accordance with the terms, conditions and pricing of the Master Contract and this Contract, and,

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

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

A. **Subordinate Contract:** Contractor agrees to provide Landscape Maintenance Services in accordance with the terms, conditions, and pricing of the Master Contract, incorporated by this reference and attached hereto as Attachment A, and this Contract as set forth below.

B. **Civil Rights and Non-Discrimination:**

*County of Orange
John Wayne Airport*

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1. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended' the Age Discrimination Act of 1975 as amended' Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. **Nondiscrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
3. **Compliance with Non-Discrimination Requirements:** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:
 - a. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 - b. **Non-Discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations

under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- d. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. **Incorporation of Provisions:** The Contractor will include the provisions of subsection one, and paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Contractor is required to insert the above paragraphs (a) through (f) in every subcontract. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate the above language has been inserted.

4. **Title VI List of Pertinent Nondiscrimination Acts and Authorities:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
 - Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Nondiscrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits

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discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*), (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).
- Contractor is required to insert the above Title VI List of Pertinent Nondiscrimination Acts and Authorities into every subcontract at any tier. Upon request by the County, Contractor will provide a copy of each subcontract to demonstrate that the above language has been inserted.

5. **Civil Rights Training:** Upon request by the County, Contractor is required to disseminate and provide training materials and other information related to Title VI Civil Rights to its staff as specified by the County.

- C. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor’s expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract. The County reserves the right to request the declarations page showing all endorsements and a complete certified copy of the policy.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor’s insurance as an Additional Insured or carry insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this

Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

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

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

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the ***Best's Key Rating Guide/Property-Casualty/United States or ambest.com***).

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$5,000,000 per occurrence \$5,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles	\$5,000,000 combined single limit each accident
Workers’ Compensation Employers’ Liability Insurance	Statutory \$1,000,000 per accident or disease

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

Required Coverage Forms

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

General Liability policy shall not exclude coverage for Explosion, Collapse, or Underground Hazard (XCU).

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 20 10 04 13 or CG 20 33 04 13, or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** as Additional Insureds, or provide blanket coverage which shall state ***As Required by Written Contract***.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.
- 3) A Products and Completed Operations endorsement using ISO Form CG 20 37 04 13, or a form at least as broad.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, employees, and agents** or provide blanket coverage which shall state **As Required by Written Contract** when acting within the scope of their appointment or employment.

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

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

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

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

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

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above

insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

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

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

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract and its Attachments specifies the contractual terms and conditions by which Contractor shall provide Landscape Maintenance Services at the County's request, in accordance with the RCA and Attachment B, Scope of Work of the subordinate contract, attached hereto and incorporated by reference.
2. **Term of Subordinate Contract:** The initial term of this Contract shall become effective September 1, 2025, and shall continue through October 31, 2028, to be conterminous with RCA-017-24010008, unless otherwise terminated as provided herein.
3. **Compensation & Payment:** Contractor agrees to provide Landscape Maintenance Services in accordance with the terms and conditions of the RCA including its attachments and at the fixed rates as set forth in Attachment B titled, "Pricing and Compensation," with a Total Contract Amount Not to Exceed \$2,337,348.00.

Contract Amount for Year 1 Shall Not Exceed: \$817,348.00 09/1/2025 through 10/31/2026

Contract Amount for Year 2 Shall Not Exceed: \$760,000.00 11/1/2026 through 10/31/2027

Contract Amount for Year 3 Shall Not Exceed: \$760,000.00 11/1/2027 through 10/31/2028

4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Airport Security:** Contractor, Contractor's employees and Contractor's subcontractors must complete the following in order to obtain an Airport-Issued Security Identification Badge (ID Badge).
 - A. **Airport-Issued Badge Acquisition, Retention, and Termination:** Prior to issuance of airport security ID Badge(s), designated Contractor personnel who shall be working on-site in JWA restricted areas, and engaged in the performance of work under this Contract must pass JWA's security screening requirements, which include fingerprinting to complete an F.B.I. Criminal History Records Check (CHRC) and a Security Threat Assessment (STA). Contractor should anticipate four to six weeks for new employees to receive an airport security ID badge which includes the following general steps:
 1. Company designates at least two representatives as Authorized Signatories by submitting a letter on company letterhead using the airport's template.

2. Subcontractors and tenant contractors must also have two Authorized Signatories at a minimum.
3. All company employees requiring unescorted access to restricted airport areas are scheduled for fingerprint appointments.
4. Background check fees are provided at the first appointment.
5. Employees must provide two government-issued IDs at the first appointment.
6. STA and/or CHRC results are received.
7. All ID Badge applicants successfully passing the STA and/or CHRC are scheduled for required training.
8. ID Badge related fees are provided and any additional information requested is provided at the training appointment.
9. Upon successful completion of the required training, employees will receive their ID Badge.
10. Authorized Signatories are required to maintain the ID Badge process for the onboarding of future employees, employee ID Badge renewals, scheduling, and other actions detailed below.

Contractor's designated personnel must, at a minimum, complete the following required training based on contractors work to be provided and access areas:

1. Authorized Signatory Training: All organizations must designate at least two Authorized Signatories by providing a letter on company letterhead using the ID/Access Control Office template. The designated Authorized Signatories will be responsible for the entire ID Badge process for their organization including, but not limited to, the onboarding of new employees, renewing employees, scheduling employees for appointments, payment coordination, ID Badge audits, resolution to safety/security violations caused by the organization's employees, subtenants, or subcontractors. Authorized Signatories must attend this approximate 1 hour course initially and annually.
2. Security Identification Display Area (SIDA) Training: All employees with an operational need to have unescorted access to the Airport SIDA must complete this approximate 1.5-hour course and pass a written test.
3. Sterile Area (Elevator) Training: All Non-SIDA employees with an operational need to have unescorted access to the Sterile Area of the terminal must complete an approximate 30-minute training session and pass a written test.
4. Non-Movement Area or Movement Area Driver Training: All employees with an operational need to drive on airfield service roads and/or ramps must attend the approximate 1-hour Non-Movement Area Driver course and pass a written test. Employees with an operational need to drive on active taxiways and/or active runways must coordinate this training with the Airport Operations Division.
5. Contractors' designated personnel must successfully complete the badge acquisition within six weeks of Contract execution unless other arrangements have been coordinated by County Project Manager or designee in writing.
6. All personnel assigned to this contract must be in possession of a current, valid Airport-Issued ID Badge prior to fulfilling an independent shift assignment.
7. Contractor is responsible for terminating and retrieving Airport-Issued ID Badges as soon as an

employee no longer needs unescorted access to airport restricted areas. Terminated ID Badges must be returned to the ID/Access Control office within three business days. Failure to do so will result in a \$250.00 fee.

8. Contractor shall be responsible for all cost associated with the Airport-Issued ID Badge process. The ID/Access Control Office maintains the current list of fees. Below is a list of estimated costs for new ID Badge applications and ID Badge renewals:
 - STA Fee: Approximately \$11.00
 - Fingerprint/CHRC Fee: Approximately \$31.00
 - ID Badge Fee: Approximately \$10.00
 - Terminated, Unreturned ID Badge Fee: Approximately \$250.00
9. Contractor shall abide by all the security requirements set forth by the Transportation Security Agency (TSA) and JWA.

B. Airport Driving Endorsement: In addition to obtaining a JWA access control badge, Contractor's service staff with an operational need to drive on airport service roads and ramps must also take an airport provided training course and pass a test to acquire an airfield driving endorsement.

Some Air Operations Area projects will require vehicles to be equipped with visible company placards on both sides of the vehicle, an orange/white checkered flag, an amber, rotating beacon, and a two-way radio to monitor FAA Air Traffic Control Tower frequencies; or be escorted by a vehicle with this equipment and markings. Only vehicles, equipment, and personnel who have prior authorization by the ASP may operate on runways, taxiways and movement areas, or cross runways and taxiways. Under no circumstance shall any vehicle operate on or cross a runway, taxiway, or any movement area unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Operations, or authorized company vehicles, equipped with two-way radios, and in constant radio communication with the FAA Tower Control.

C. Airport ID Badge Holder Requirements and Responsibilities: TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.

- i. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons, or they are under escort by a properly badged individual. Each JWA employee, JWA Contractor, subcontractor, or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department - Airport Police Services Office for proper handling.
- ii. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department - Airport Police Services by calling (949) 252-5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted

rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.

- iii. JWA security badge is nontransferable.
- iv. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.
- v. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Manager within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.
- vi. No worker shall be used in performance of this work that has not passed the background check.

6. Anti-Idling Policy: Within six months of Contract execution, Contractor must develop, implement, and submit to the Airport Director for approval a fleet-wide anti-idling policy. At a minimum, the anti-idling policy shall include the requirement that vehicle engines shall be turned off when vehicles are not occupied, and that occupied vehicles be turned off after no more than a five-minute idling period. Contractor's policy shall also include all third-party vehicles that enter Airport property at the direction of Contractor.

7. Notices: Any and all notices, requests demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: South County Landscapes, Inc.
 Attn: Jose Villalobos, Project Manager
 31221 Calle Del Campo
 San Juan Capistrano, CA, 92675
 Phone: (949) 637-1159
 Email: j.villalobos@socolandscapes.com

County's Project Manager: JWA/Maintenance
 Attn: Tyler Polidori, Project Manager
 3180 Airway Avenue
 Costa Mesa, CA 92626
 Phone: (949) 252-5095
 Email: tpolidori@ocair.com

cc: JWA/Procurement
Attn: Choy Pham, County DPA
3160 Airway Avenue
Costa Mesa, CA 92626
Phone: (949) 252-5128
Email: cpham@ocair.com

- 8. Provision of Services:** County may call upon Contractor to immediately provide Services during or in anticipation or remediation of emergencies of any kind whatsoever as determined solely by County. To the maximum extent practicable and lawful under such circumstances, Contractor shall prioritize the deployment of labor, equipment, and/or supplies pursuant to this Contract above all other interests and obligations. Upon contact for assistance with an emergency, Contractor shall indicate within 10 minutes whether the requested labor, equipment, and supplies are available. County shall then direct Contractor to mobilize resources based on information provided by County's Representative. County's Representative shall function as incident command unless otherwise notified, and shall direct all on-scene operations by Contractor. Notwithstanding any other provision of this Contract, County's direction of Contractor's Provision of Services need not be in writing, but may be in-person or via telephone, radio, text message, email or other means.

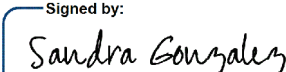
(Signature Page Follows)

Signature Page

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

SOUTH COUNTY LANDSCAPES, INC.*

DocuSigned by: 	<u>Villalobos</u>	<u>President</u>	<u>4/14/2025</u>
3367C45D9F914F9... Signature	Name	Title	Date

Signed by: 	<u>Sandra Gonzalez</u>	<u>Secretary</u>	<u>4/14/2025</u>
810F65B750F5495... Signature	Name	Title	Date

COUNTY OF ORANGE, A political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

	<u>Choy Pham</u>	<u>Deputy Purchasing Agent</u>	
Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel
 By:  _____
 26F9D76C929A49E...
 Deputy

Name: Christine Nguyen

Date: 4/14/2025

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

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ATTACHMENT A
REGIONAL COOPERATIVE AGREEMENT (RCA) RCA-017-24010008

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ATTACHMENT B SCOPE OF WORK

I. Summary Scope:

1. Landscape Preventative Maintenance (LPM) includes the following:
 - a. Tasks and services that repeat on a day, week, month, semi-annual and annual basis.
 - b. Tasks and services focused on maintaining the health and aesthetics of the existing plants, bushes, shrubs, trees and ground cover at JWA.
 - c. Tasks and services focused on maintaining and extending the function and useful life of the irrigate infrastructure. This includes, but is not limited to, cleaning, adjusting testing and minor repairs.
 - d. Tasks and services focused on keeping hardscapes and fence lines free of trash, weeds, dirt and debris.
 - e. Repair and/or replacement of any element of the JWA Landscape that is damaged, diseased, dead or broken due to actions or negligence by the Contractor.
 - f. Compensation for these services will be Fixed Fee amounts.
2. Landscape Maintenance Other (LMO)
 - a. Tasks and services that are not LPM and are approved on a case-by-case or as needed basis. These tasks and services must be specifically approved by the County prior to costs being incurred by the Contractor (unless otherwise approved by the County Project Manager or designee).
 - b. Examples include, but are not limited to:
 - Planting new or replacement plants, shrubs, trees, bushes and groundcover either at the recommendation of the Contractor and subsequent approval by the County, or at the direction of the County.
 - Major repairs and replacement of irrigation system components.
 - All other, non-recurring Landscape tasks not included or identified elsewhere in the scope of work.
 - c. Compensation for LMO tasks will be determined as follows:
 - Using the Unit Costs proposed in the LMO Unit Cost Schedule.
 - If the LMO task, service or scope is not included on the LMO Unit Cost Schedule, compensation will be for Time and Materials.

II. Contractor's Requirements

1. Contractor shall have a current valid C-27 Landscaping Contractor's License authorized by the state of California throughout contract term.
2. Contractor shall have a valid C-61/D-49 Limited Specialty Tree Service License authorized by the state of California throughout contract term.

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3. Contractor shall have a valid California Qualified Applicator License (QAL) or Qualified Applicator's Certificate (QAC) for control of weeds, plant disease and other pests throughout contract term, with at least one employee trained in the use of such methods assigned to the contract.
4. Contractor shall have a minimum of five (5) years' experience in providing landscape maintenance services of a similar size and scope.
5. Contractor shall have existing adequate personnel capable to perform the services as required in the Scope of Work.
6. Contractor shall have a Certified Irrigation Contractor (Irrigation Association) on call if needed. Contract shall have a full-time Irrigation Technical that will be outlined in the staffing plan.
7. Contractor shall obtain and pay for all permits and licenses incidental to the work or made necessary by its operations and pay all costs incurred by the permit or license requirements.
8. Contractor shall provide all labor, tools, materials, supplies, fuel, vehicles, and equipment to accomplish Exterior Landscape Services for approximately 27 of 504 acres located at John Wayne Airport (JWA). Contractor shall provide exceptional landscaping services while minimizing costs where possible. The minimum level of service is to sustain attractive and healthy landscape throughout JWA as specified herein.
9. All areas not specified as Landscape Preventative Maintenance (LPM) shall be considered Landscape Maintenance Other (LMO).
10. Contractor shall follow the County of Orange, Watershed Management for Municipal Activity FF-5, which establishes Best Management Practices for Landscape Maintenance and identifies procedures to minimize the discharge of pesticides and fertilizers, landscape waste, trash, debris, and other pollutants to municipal storm drain systems and receiving waters.
Watershed Management for Municipal Activity FF-5 for Best Management Practices is located at: <http://www.ocwatersheds.com/documents/bmp/municipalactivities>

III. Contractor's Responsibilities

Contractor shall:

1. Provide all labor, material, supplies, tools, vehicles, equipment, etc. to perform landscape maintenance services and tree trimming.
2. Perform all work in a manner that will not inconvenience the public and operations of the facilities.
3. Meet with County Project Manager and conduct inspections of the facility as requested by County Project Manager or designee.

4. Take all necessary safety precautions including but not limited to the use of signs, barricades, traffic warning devices such as flashers, strobes, and cones, and high visibility reflective safety vests when working near roadways, for the protection of its employees, County staff, and the public using the facilities.
5. Have thirty (30) days to inspect and document all discrepancies with the landscaping as stated within this Scope of Work. All discrepancies not discovered within the thirty (30) days shall become the responsibility of Contractor as well as all costs associated with the needed repairs. All discrepancies found during the inspection shall be submitted to JWA as quote for needed repairs.
6. Provide Material Safety Data Sheet (MSDS) listing all chemicals used at JWA. MSDS shall have commercial name, chemical components, concentration rates and usage. Contractor shall update and keep records accurate to date and submit upon request.
 - a. Ensure all applications adhere to all government regulations.
 - b. Limit drift to a maximum of 6”.
7. Immediately report all occurrences of vandalism or other damage to the Project Manager and Airport Police Services Control Center at (949) 252-5000.
8. Notify County when excavation work is to be performed prior to work starting.
9. Be solely responsible for the operation and maintenance of all irrigation at JWA. Responsibility shall include but not be limited to inspecting, testing, maintaining, and repairing all sprinkler main and branch lines, sprinkler bodies and heads, wiring, and all related irrigation components.
 - a. Incur all cost associated with fines or penalties due to broken or maladjusted sprinkler heads.
10. Be solely responsible for inspection and maintenance of all trees, scrubs, ground cover, plants, and turf to ensure promotion of healthy landscaping.
 - a. Turf, ground cover, shrubs, and tress shall be lush, green, healthy, flowering, and uniform in color and height as determined by County. Color variations unique for the variety of shrub shall have uniform-colored leaves.
 - b. Trees shall be lush, have green leaves, healthy, and uniform in color and height. The landscaped areas shall not have any brown spots, bare spots, weeds, mud spots, or wood showing.
 - c. Replace any trees, shrubs, ground cover, and plants that become unhealthy, missing, damaged, dying, or dead as an LMO at the recommendation of the Contractor and approval of the County or at the direction of the County. The replacement of plants, trees, shrubs and ground cover necessitated by conditions caused by the Contractor will be replaced at the Contractor's expense.
 - d. Provide their own in-house tree trimming crew with at ten (10) hour response time for any issues or call outs.

11. Be solely responsible for mowing, edging, sweeping, vacuuming or blowing down areas where turf is found, and all adjacent areas including but not limited to concrete, landscaped areas, and paved areas at Contractor's expense.
12. Be solely responsible for providing and maintaining all chemicals and products used to support landscaping areas including but not limited to mulch, fertilizers, chemical spray, inoculations, and weed control chemicals at Contractor's expense.
13. Be solely responsible for providing soil analysis by an independent laboratory in all areas and be analyzed at Contractor's expense.
14. Be solely responsible for providing palm tree health reports from the palm tree doctor or arborist that specializes in palm trees at Contractor's expense.
15. Be solely responsible for pest, rodent, and disease control at Contractor's expense.
16. Be solely responsible for all damage resulting from its operations. Any such damage to vehicles or property shall be reported by Contractor immediately to County Project Manager within 24 hours.
17. Be subject to performance standards as to the quality of acceptability of the work performed, the manner and rate of performance, interpretation of the specifications, and/or the acceptable fulfillment of the Contract.
18. Be subject to inspection/administration of the work performed.
19. Be subject to the schedule of deductions as outline in Attachment "A" Scope of Work of RCA-017-24010008, Section XX. Deficient Performance Procedures.
20. All Contractors and subcontractors must comply with requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered Contractor's except as provided in Section 1771.1.
21. Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

IV. Staffing Requirements

Contractor shall:

Provide adequate staffing for landscape services five (5) days a week (Monday through Friday) excluding weekends and holidays (4th of July, Labor Day, Thanksgiving and Christmas); for at least eight (8) working hours per day. Services shall include but not be limited to daily staff presence that shall clean, maintain, prune, trim, cut, fertilize, provide weed control, irrigate, repair, improve, and generally care for all landscaped areas (approximately 27 acres).

1. Replace any management, supervision, or Daily Staff deemed unacceptable by County Project Manager. Have all personnel assigned to the Contract have a minimum of two (2) years' experience and have performed exterior landscape maintenance services equivalent to the Scope of Work.

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2. Services may include but not be limited to design, development, and implementation when requested. Any design or consulting will be a LMO unless specifically called out under the LPM scope.
3. Supervision – One (1) qualified English-speaking full-time supervisor whose responsibility shall include but not be limited to:
 - a. Assessing landscape conditions and making immediate changes to improve and enhance the landscape areas.
 - b. Attending daily meetings with the County Project Manager.
 - c. Ensuring all landscaping crews work within eyesight, unless otherwise specified by County Project Manager.
 - d. Performing, filling out, and completing all JWA generated PMs.
 - e. Recording and reporting all work activities.
 - f. Scheduling and coordinating all work.
 - g. Scheduling and coordinating chemical applications and fertilization applications.
 - h. Scheduling and coordinating tree-trimming crews.
 - i. Scheduling staff.
 - j. Reporting to County Project Manager or assigned area each day for work.
 - k. Working on site for a total of eight (8) actual hours each day.
4. Irrigator – One (1) qualified full-time Irrigator working on site whose responsibilities shall include but not be limited to:
 - a. Making a daily inspection of all landscaped areas.
 - b. Making adjustments to irrigation components maximizing water coverage and minimizing water runoff.
 - c. Making repairs to irrigation as discovered.
 - d. Performing, filling out, and completing all PMs.
 - e. Working with daily maintenance crews when irrigation work is not needed.
 - f. Reporting to County Project Manager or assigned area each day for work.
 - g. Working on site for a total of eight (8) actual hours each day.
5. Daily Staff – Five (5) qualified full-time general labor staff referred to as daily staff or crew whose responsibilities shall include but not be limited to:
 - a. Performing all tasks required to enhance appearance and promote growth.
 - b. Inspect, maintain, and replant, clean, trip, prune, and cut all trees, scrubs, ground cover, plants, turf and perform landscape maintenance as required.
 - c. Mowing
 - d. Edging
 - e. Trimming
 - f. Maintenance
 - g. Mulch
 - h. Fertilizers

- i. Sweeping, vacuuming, blowing, and cleaning all areas adjacent to landscaped areas including but not limited to concrete, landscaped areas, and paved areas.
 - j. Reporting to County Project Manager or designee each day prior to beginning of work.
 - k. Working on site for a total of eight (8) actual hours each day.
 - l. All staff must wear a safety reflective vest while on County property.
6. Chemical Applicator – One (1) certified chemical applicator working on site on a monthly basis and during tree trimmings, whose responsibilities shall include but not be limited to:
 - a. Chemical application and product distribution used to support landscaping areas including but not limited to chemical spray, inoculations, and weed control chemicals.
 - b. Pest, rodent, and disease control.
 - c. Actual work hours shall vary depending on daily requirements.
7. Certified Arborist – One (1) International Society of Arboricultural (ISA) Certified Arborist working on site on a monthly basis and during tree trimmings.
 - a. Provide soil testing by and independent laboratory.
 - b. Obtain annual palm tree health reports from the palm tree doctor or arborist that specializes in palm trees.
8. Provide additional labor, tools, materials, supplies, and equipment to perform Landscape Preventative Maintenance (LPM) and Landscape Maintenance Other (LMO). Contractor shall:
 - a. Provide additional staff (as needed) required to perform additional planting and renovations to include but not be limited to:
 - Replacing and adding plants.
 - Preparing areas for planting.
 - b. Provide additional staff (as needed) required to perform tree pruning and trimming. These functions shall be on a routine and as needed basis, therefore shall not require full-time presence at JWA.
 - Tree crews shall respond to unscheduled tree needs within ten (10) hours of call out.
 - Tree crews shall trim, prune, cut palms on a quarterly basis.
 - Tree crews shall trim, prune, cut all other trees annually.
 - c. Provide additional staff (as needed) required to perform chemical applications. These functions shall be on a routine and as needed basis, therefore shall not require a full-time presence at JWA.
 - Staff shall be licensed to apply chemicals.
 - d. Provide additional staff (as needed) required to perform mulch applications. These functions shall be on a routine and as needed basis, therefore shall not require full-time presence at JWA.
 - e. Provide additional staff (as needed) required to perform fertilizations.
 - f. Provide additional staff (as needed) required to perform safety training and all other training.
 - Training shall be applicable to JWA.
 - Training shall be on JWA grounds.

- Safety Officer shall inspect as required to mitigate safety concerns.
9. Badging – At least four (4) full time employees must be able to obtain a John Wayne Airport security badge with escort privileges. This is a must for the Supervisor, Irrigator, and two (2) other crew members. Badging costs shall be paid by the Contractor, badging costs will not be reimbursed.

V. Supplies and Materials

Contractor shall provide:

1. Landscape Preventative Maintenance (LPM)
 - a. Task and services that repeat on a day, week, month, semi-annual basis.
 - b. Tasks and services focused on maintaining the health and aesthetics of the existing plants, bushes, shrubs, trees and ground cover at JWA.
 - c. Tasks and services focused on maintaining and extending the function and useful life of the irrigate infrastructure. This includes, but is not limited to, cleaning, adjusting, testing and minor repairs.
 - d. Tasks and services focused on keeping hardscapes and fence lines free of trash, weeds, dirt and debris.
 - e. Repair and/or replacement of an element of the JWA Landscape that is damages, diseased, dead or broken due to actions or negligence by the Contractor.
 - f. Compensation for these services with be Fixed Fee amounts.
2. Landscape Maintenance Other (LMO)
 - a. Task and services that are not LPM and are approved on a case-by-case or as needed basis. These tasks and services must be specifically approved by the County prior to costs being incurred by the Contractor (unless otherwise approved by the County Project Manager or designee)
 - b. Examples include, but are not limited to:
 - Planting new or replacement plants, shrubs, trees, bushes and groundcover either at the recommendation of the Contractor and subsequent approval by the County, or at the direction of the County.
 - Major repairs and replacement of irrigation system components.
 - All other, non-recurring Landscape tasks not included or identified elsewhere in the scope of work.
 - c. Compensation for LMO tasks will be determined as follows:
 - Using the Unit Cost proposed in the LMO Unit Cost Schedule.
 - If the LMO task, service or scope is not included on the LMO Unit Cost Schedule, compensation will be Time and Materials.
3. Supplies, materials and equipment shall not be stored at JWA without proper authorization and Project Manager approval.

4. Provide fertile, friable, well-drained topsoil of uniform quality, free of rocks over 1 ½ inch, oils, chemicals, toxic substances and/or other deleterious materials.
 - a. Soil shall be chemically tested for:
 - Salinity less than 4.0 using saturation extract conductivity (ECE x 103 @ 25°C).
 - Sodium less than 9.0 (sodium absorption ratio).
 - Boron less than 11.0 PPM (saturated extract concentration)
 - Ph of saturated past from 5.5 to 7.5.
5. Provide organic compost such as chicken manure compost or mushroom compost:
 - a. Compost shall be low in salts and heavy metals, free of weed seeds and pathogens, and other deleterious materials.
 - b. Humus material shall have a minimum ash content of 8% and a maximum ash content of 50%. Humus shall be chemically tested for and contain less than 5 millimho/cm @ 25°C of salt, and the ECE level shall be less than 5 on a saturated paste extract.
 - If the concentration of sodium chloride is 50% or less on an equivalent basis in the saturation extract, the maximum level of acceptability salinity shall be 7.5 millimho/cm @ 25°C.
 - If the concentration of sodium chloride is 25% or less on an equivalent basis in the saturation extract, the maximum level of acceptability salinity shall be 10 millimho/cm @ 25°C.
 - If the concentration of calcium sulfite in the saturation extract is greater than 25 milli-equivalents per liter, the maximum level of salinity can be increased 3 millimho/cm @ 25°C.
6. Provide wood chip mulch: Wood chip mulch shall be medium grind ground tree and shrub trimmings ½” to 1” in diameter, free from dirt, debris, chemicals, or other materials, “0-2 forest floor” or approved equal.
7. All new and replacement plants, shrubs, trees, ground cover, etc., regardless of whether they are planted under LPM or LMO portions of this contract shall meet the following criteria:
 - a. Nursery grown in accordance with good horticultural practices under climatic conditions similar to those on site.
 - b. Exceptionally heavy, symmetrical, tightly knit, and trained for development and appearance to be superior in form, number of branches, compactness and symmetry.
 - c. Sound, healthy, vigorous, well branched and densely foliated.
 - d. Free from disease, inspect pests, eggs or larvae.
 - e. Free from physical damage or adverse conditions, which would prevent growth.
 - f. Grown in containers of the specified sizes for at least six (6) months but less than two (2) years.
 - g. Free of kinked, circling, or girdling roots with no evidence of a pot-bound condition.
 - h. Free from multiple leaders (trees and shrubs) unless specified and free from damaged or crooked leaders.
 - i. Free from abrasions, sunscalds, disfiguring knots, calluses, etc.

8. Provide tree stake Lodge Poles made of pine with at 10" tapered driving point and chamfered top and treated with copper Naphthenate or Pentachlorophenol, i.e. green coloring.
9. Provide cinch ties made of rubber and a minimum of 36" long.
10. Provide dead men made of locust, catalpa, cedar, or redwood with one ¾" x 4" galvanized eyebolt centered and secured on its side with a screw type galvanized steel ground anchor or universal ground anchor.
11. Provide plastic tubing guy cables:
 - a. Made of 1 x 19 Air Cord
 - b. 3/8" diameter by 3' long
12. Provide galvanized or dip-painted turnbuckles that are not welded.
13. Provide galvanized or copper cable clamps.
14. Provide copies of MSDS for all chemicals used in the performance of this work to each employee in compliance with OSHA's hazard communication standard 29 CFR 1910.1200.

VI. Public Health and Safety Provisions

Contractor shall:

1. Always implement safety precautions for the protection of persons, including employees and property. The safety provisions of applicable laws and building and construction codes shall be observed. Work, materials, and equipment used shall comply with OSA requirements, and federal state safety orders.
2. Take proper safety and health precautions to protect work, workers, public, property, and property of others. Contractor shall continuously maintain adequate protection of all its work from damage and shall protect County's property from injury or loss arising in connection with this Contract. All damage shall be repaired or replaced, at the option of County, at Contractor's expense with seven (7) calendar days after notification of such damage, except emergencies, which shall be completed immediately. Repairs and/or replacements shall be equal to original in all aspects. If Contractor fails to correct any damage, County may initiate repairs or replacement and may withhold the cost of those repairs or replacements from any monies due or to become due to Contractor.
3. Have, at work site, copies of or suitable extracts of "construction safety orders" and "general industry safety orders" issued by the California State Division of Industrial Safety. Contractor shall comply with the provisions of these and all applicable laws, ordinances, and regulations.
4. Submit for approval, prior to beginning the Contract, a comprehensive safety plan outlining code of safe work practices and procedures as listed in appendix c: code of safe practices in the guide to developing your workplace injury and illness prevention program, title 8, section 1509, industrial and illness prevention program, subchapter 4, construction safety orders, article 3, general, for all activities including, but not limited to, trenching and shoring, fall protection, confined space entry, hazardous materials, night work, and lockout block-out. The plan shall

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provide a list of competent persons for activities for which competent persons are defined and are required by state law including, persons responsible for the application of pesticides, herbicides, fungicides and fertilizers.

The safety plan is to contain directions to the closest hospital and provide a map showing JWA and the location of the hospitals. Information regarding spill response and hazardous materials to be included. The plan shall be reviewed and signed by all persons entering JWA property. The plan shall identify the projects included in the safety plan; describe operational safety during the activity, and limitations of the work area. It shall provide a method for the identification of Contractor's vehicles, and it shall list safety considerations to be discussed at a conference at the beginning of Contract service period and at subsequent safety meetings. The plan must include training and necessary licensing and certification for all persons handling and applying pesticides, herbicides, fungicides and fertilizers or other hazardous materials. All safety and hazardous materials training must be documented.

5. Conduct safety meetings. Safety meetings shall be held and documented at the start of Contract and at regularly scheduled times as described in the safety plan and at the introduction of new personnel on site. The meetings shall cover the items in the safety plan. This is also a good time to review the JWA environmental requirements (such as not hosing down work areas, etc.).
6. Adhere to JWA's safety and security standards by having all equipment, tools, and materials in the technician's immediate possession at all times.
7. Provide and place all necessary safety and traffic control equipment required to protect its employees, the public and surrounding areas.
8. Be responsible, both financially and legally, for the removal and proper disposal of all hazardous waste generated by Contractor during the performance of work on this Contract.
9. Remove and properly dispose of all trash and debris generated from its operations prior to the end of each workday at Contractor's expense. County trash dumpsters shall not be used for this purpose.
10. All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public, and where applicable, comply with all laws, regulations, and applicable safety standards required by CAL-OSHA, the Work Area Traffic Control Handbook (W.A.T.C.H.) and the State of California Manual of Traffic Controls. The County reserves the right to issue restraint or cease and desist order to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.
11. Hazardous Conditions – The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his/her operations. Any hazardous condition noted by the Contractor, which is not a result of his operations, shall be immediately reported to the County.
12. Traffic Control – During the progress of the work, adequate provision shall be made by the Contractor to accommodate normal traffic over public streets and park roadways so as to cause a minimum of inconvenience to the general public, and shall hold the County harmless from all

claims arising from any act or omission on his/her part pertaining to any injury, death or damage to any person or property by reason of any use of any street by anyone while the Contractor is working or has any equipment or barricades thereon. Means of ingress and egress for occupants of property of buildings shall be provided at all times unless otherwise approved by County.

13. Reflective garments meeting ANSI 107-2010, Class 2 or better must be worn at all times while on-site. Reflective garments must:
 - a. Be worn as the outside layer at all times while on duty.
 - b. Must be clean and in good condition.
 - c. Be consistent – all staff must have similar colors and styles.
 - d. Be clearly marked with the Contractor/Firm name, legible from a minimum of ten
14. The County reserves the right to inspect all areas for safety violations at its discretion, direct the contractor to make immediate improvements of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.
15. In the event the County should elect to stop work because of any type of existing safety hazards after the contractor has been notified and provided ample time to correct, the contractor shall bear all cost for eliminating the hazard(s) and shall not be granted compensation for work stoppage. The contractor shall pay all additional expenses.
16. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the contract. The contractor shall take all necessary precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to persons, properties, equipment and vehicles.
17. Damages caused by the contractor to any properties shall be repaired or replaced to the satisfaction of the County at the expense of the contractor. The County, at its sole direction, may elect to repair or replace the damaged property, and deduct such costs from monies due to the contractor.
18. The contractor shall, within fourteen (14) calendar days of contract award, submit its own detailed safety and protection plan/program that shall comply with all the safety, environmental protection, property protection and health provisions of the Contract.
19. Prior to use of any products or materials, the contractor shall provide the following submittals for review and approval by the County Project Manager. Contractor shall furnish the following:
 - a. Manufacturer's product data and literature
 - b. Manufacturer's installation recommendations
 - c. Samples, if required but the County Project Manager
 - d. Material Safety Data Sheets (MSDS)
20. Communications Equipment – The contractor shall provide cellular telephones with a radio feature on a business network and full cellular/radio/text messaging service for all on-site personnel. Telephone numbers shall be provided to the County Project Manager and service shall be maintained in a current status at all times during the contract term. The contractor's on-site

staff shall during all Duty Hours carry the communications equipment with them in good operating condition.

VII. Hazardous Materials or Substances

Contractor shall:

1. Comply with all material usage limitations; permit record keeping, and reporting requirements imposed by federal, state, and local laws and regulations. Before bringing any material subject to requirements under this section onto the job site, Contractor shall notify County what type and quality of material shall be used and shall provide County Project Manager with the MSDS as required by law.
2. Drift – Limit drift to a maximum of 6” when spraying.
3. Comply with environmental laws. Contractor agrees to accept full responsibility for compliance with all applicable environmental laws, rules regulations, restrictions, and ordinances relating to hazardous materials. Contractor shall comply with all such environmental laws, rules and regulations, including, but not limited to, those applicable to:
 - a. Underground storage tanks, pipelines, pumps and other equipment.
 - b. The storage, distribution, use, processing, handling and/or disposal of hazardous substances including, but not limited to, gasoline, aviation fuel, jet fuel, diesel fuel, lubricants, coolants, pesticides, herbicides, fertilizers, batteries and/or solvents, whether the obligation for such compliance is placed on the owner of the land, owner of the improvements or user of the improvements.
4. Perform remediation as it occurs. Contractor agrees that is shall be responsible for the clean- up, removal and remediation of any hazardous materials or contamination caused by Contractor or any of its subcontractors or agents.

VIII. Performance Specifications

Landscape Preventative Maintenance (LPM) Requirements Tasks and Services

All services, tasks, labor, materials and equipment identified in this section must be included in the fixed fee recurring, landscape maintenance services unless specifically noted otherwise.

Contractor shall:

1. Perform Daily Preventative Maintenance Tasks:
 - a. Daily between the hours of 6:30 a.m. until 3:00 p.m. Monday through Friday.
 - b. Conduct staff meeting with County Project Manager.
 - c. Remove all loose trash, litter, broken glass, and all materials in all landscaped areas, adjacent to parking lots, adjacent to buildings, adjacent to concrete swales, sub drains, and the 8.5 miles long x 6’ width of perimeter fence line around the airfield, Main Street Lot and Employee Lot.
 - Dispose of all trash and debris generated from Contractor’s operations prior to the completion of each day’s activities. County dumpsters shall not be used for this purpose.

- When working in respective areas, sweep, vacuum, or blow down.
 - Sweep, vacuum, or blow down all areas adjacent to landscaped areas, which include but are not limited to concrete, landscaped, and paved areas as needed.
 - Sweeping, vacuuming, or blowing down shall be concurrent with any work performed in each area.
- d. Provide a regular routine chemical application program to control weed growth, supplemented by hand removal of noxious weed or grasses as required.
 - A broad-spectrum pre-emergent weed control shall be applied to all ground cover areas and shrub beds.
 - A contact herbicide spray shall be used to control vegetation around tree wells.
 - All herbicides shall be applied in strict accordance with the product manufacturer's instructions and regulatory agency requirements.
 - Chemical control of broad leaf weeds shall be employed as often as necessary to maintain turf grass areas in a "weed-free" condition.
 - Chemical control shall not be applied for 4 to 6 weeks following aeration, de-thatch and/or over seeding.
 - Comply with chemical application regulations.
 - Line trimmers shall not be utilized to remove weeds.
 - Mechanical methods shall be used except where physically not possible or practical. Method for removal shall be hand removal or cultivation depends upon planting concentration.
 - Remove, spray, and apply pre-emergence to weeds in all areas.
 - Weeds and grasses shall be removed from all planted areas within 14 days from the time they are first visible.
- e. Upon arrival each day, inspect all streets and gutters for dryness.
 - Ensure that the irrigation system works as designed.
 - If dry conditions are found, continue inspecting all other irrigated areas and perform irrigator duties.
 - If water is present, proceed with determining what and where the water source is and report to County Project Manager immediately.
 - Make adjustments or repairs to irrigation system as needed.
 - Adjust irrigation controller times as weather changes.
 - Adjust all irrigation water towards the intended landscaping and prevent zero water runoff.
- f. Remove all dead, damaged or diseased limbs from all trees.
- g. Hand water where required.

2. Perform Weekly Preventative Maintenance Tasks:

- a. Weekly tasks shall be invoiced on a monthly cycle.
- b. Conduct staff meeting with County Project Manager.

- c. Starting on the first workday of the week and be completed by the last work day of the week.
- d. Mow and edge all turf areas:

December through February	2"
March through May	2 ½"
June through August	3"
September through November	2 ½"

- e. Mow and edge all turf grass missed due to inclement weather. Mowing shall be rescheduled and completed with three (3) days of the mowing schedule.
- f. Adjust the mower blade to the proper height and have a sharp blade.
- g. Mowing equipment shall be thoroughly washed with water prior to each mowing to remove any residue from mowing operation at other locations and thereby eliminate the spread of disease, noxious weeds and foreign grasses.
- h. Mowing patterns shall follow the natural contours and/or general shape of the turf area. However, mowing patterns shall be changed weekly to avoid creating ruts and/or compaction from equipment wheels.
- All visible grass clippings shall be collected and removed from the site at the end of each day's mowing operations.
 - All walkways, roadways or other areas dirtied by mowing and edging operations shall be cleaned and all debris removed and disposed of off-site prior to completion of each day's mowing operations.
 - Reseed bare, damaged, or sparse turf.
- i. Provide, install, and maintain a wood chip mulch ground cover under all trees, scrubs, ground cover, and plants.
- The mulch shall cover all areas and ensure that there are no exposed soil areas except around the airfield perimeter, Main Street Lot perimeter, and Employee Lot perimeter.
 - Use a medium grind mulch ½" to 1" in diameter.
 - Use mulch that is free of weeds, other landscape cuttings, or any other foreign materials.
 - Maintain 1" to 3" of mulch ground cover.
 - Expose 6" diameter soil around root ball for all plants and shrubs.
 - Install and maintain mulch under trees creating tree wells.
 - Create a 3' diameter tree well around small trees.
 - Create a 6' diameter tree well around large trees.
 - Maintain mulch in all areas.
 - Cultivate mulched areas.
 - Rake all existing mulch.
 - Kill and remove all weeds found within all of the mulch.
 - Install mulch in all dirt areas or when there is less than .5" average mulch height.

- j. Perform general tree maintenance.
- k. Maintain bare soil tree wells around all other trees.
- l. Set irrigation times and mowing schedule so that turf shall not be watered at least twenty-four (24) hours prior to mowing.
- m. Monitor the water requirements of the plant material, the soil conditions, seasonal temperature variations, wind conditions, and rainfall and shall recommend and implement changes in the duration of the water cycle on a monthly basis. Adjust the irrigation controllers and sprinkler frequencies and durations to meet the requirements of each variety of landscaping. Irrigate as required to develop deep roots and maintain adequate growth and appearance.
 - All turf grass areas shall be irrigated, as required, to replenish the soil moisture below the root zone, approximately 3' to 6' deep.
 - At a minimum inspect and test all irrigation systems once per week on Tuesday. Contractor shall monitor and repair the irrigation system to maintain 95% effectiveness, efficiency, and operation. Contractor is responsible for the irrigation system 24/7 which includes but is not limited to the following:
 - Maintain the entire irrigation system to include all components from connection at the meter (controllers, valves, main and lateral lines, and sprinkler bodies and heads) in an operational state at all times.
 - Replace all damaged or malfunctioning irrigation components with original type and model unless County Project Manager approves a substitute.

3. Perform Monthly Preventative Maintenance Tasks:

- a. Monthly tasks shall be invoiced on a monthly cycle, start on the first workday of the month, and be completed by the last workday of the month.
- b. Perform irrigation between the hours of 9:00 pm and 5:00 am in all areas except in front of terminal, which shall be irrigated between the hours of 12:00 midnight and 5:00 am. Contractor shall perform special watering during daytime hours after fertilization or periods of extreme dryness. Operations shall be monitored to prevent overspray or prevent runoff.
- c. Test all twenty-two (22) irrigation controllers A through V, and all sprinkler heads associated with controllers A through V.
 - Determine if irrigation controllers are functioning properly.
 - Check for broken or cut wires.
 - Check to see if the connections are tight.
 - Determine if controller has power.
 - Determine run times.
 - Run each station manually and determine proper operation.
 - Run each station using radio device.
 - Determine if sprinklers are functioning properly and have proper coverage.
 - Determine if irrigation valves are functioning properly.

- Determine watering depth by using a soil probe.
 - Use results to adjust irrigation controller and water depth.
 - Provide a report describing the irrigation performance and all changes made to maximize performance.
 - Clean and adjust sprinkler heads that perform poorly or are misdirected. Adjust system to provide adequate coverage, prevent runoff, and prevent overspray onto non-landscaped areas.
 - Repair irrigation controllers.
 - Repair damaged irrigation controller housing.
 - Repair damaged wires.
 - Replace irrigation controllers as directed by JWA (Landscape Maintenance Other (LMO)).
- Repair or replace all missing or broken sprinkler heads.
- Repair or replace all missing or broken sprinkler bodies.
- Repair or replace all irrigation valves that perform poorly or are not working as directed by JWA (Landscape Maintenance Other (LMO)).
- Repair all broken sprinkler lines.
- Main as directed by JWA (Landscape Maintenance Other (LMO))
 - Branch
 - Emitters
 - Drip
- Maintain all irrigation controllers.
 - Clean the exterior and interior of irrigation controller.
 - Set irrigation controllers for optimum watering times.
 - i. Note that costs for excessive utility usage due to failure to repair malfunctions on a timely basis or unauthorized changes in irrigation frequency may be deducted from payments to Contractor based upon comparisons with historical expenditures.
 - ii. Irrigation water shall be applied in short, intermittent intervals to allow water to penetrate and prevent runoff.
 - iii. Adjust irrigation controller as the soil probe and weather dictates.
 - iv. Test irrigation at Contractor discretion but shall meet all environmental regulations.
 - v. Note that JWA uses domestic water through the Irvine Ranch Water District and Mesa Consolidated Water District.
- d. Perform a monthly arborist inspection in all areas:
 - Monthly arborist inspection tasks shall be invoiced on a monthly cycle.
 - Make reports.
 - Coordinate corrections required to promote maximum health growth.
- e. Maintain all tree wells:
 - Provide symmetrical and similar sized tree wells.

- Root-grind all visible roots within the tree well and in turf areas.
 - Install turf when tree well gets to large or is not symmetrical.
 - Cultivate tree wells.
 - Mulch tree wells.
- f. Fertilize all landscaping:
- All landscape areas shall be fertilized in accordance with the Fertilization Schedule.
 - All areas shall be free of moisture at the time the fertilizer is applied, and then shall be thoroughly soaked immediately after the fertilizer is applied.
 - Additional fertilization may be required for palms under stress or in decline and shall consist of a deep-root method of injecting water-soluble fertilizer around each affected area.
 - All areas shall be free of moisture at the time the fertilizer is applied and shall be thoroughly soaked immediately after the fertilizer is applied.
- g. Provide chemical controls:
- All turf grass and landscape areas shall be maintained free from insects and diseases.
 - When insect damage is suspected, Contractor shall make an accurate identification of the specific insect and implement a program for application of the appropriate insecticide. Contractor shall refer to the following publications:
 - Thatch borne insects – see University of California – Manual 41, Pyrethrum test
 - Soil borne insects – see University of California:
 - i. Publication 2540, “insect and mite control on lawn”
 - ii. Manual 412, “turf grass pests”
 - iii. Leaflet 209, “guide to turf grass pest control”
 - When disease is suspected, Contractor shall make an accurate identification of the specific disease and implement a program application of the appropriate fungicide.
 - Once a disease has been identified, fungicides shall be applied continuously throughout the active season, i.e. through October, or until environmental conditions change.
 - Fungicides shall only be used to treat a specific disease and shall not be used in a generalized, preventative program.
- h. Provide and apply pest controls: This shall be completed on a monthly cycle, however, Contractor shall expend as much effort as required to eliminate pests, which include but are not limited to snails, flies, spiders, and any other species that may be considered pests.
- i. Provide and apply rodent controls: This shall be completed on a monthly cycle, however, Contractor shall expend as much effort as required to eliminate rodents, which may include but are not limited to rats, mice, gophers, rabbits, and any other species that may be considered rodents
- All turf grass and landscape areas shall be maintained free of rodents to include gophers and ground squirrels, and pests to include snails, sow bugs and caterpillars that could cause damage to the turf grass, landscape materials, irrigation system, facilities or cause erosion.

- All methods shall conform to EPA or other environmental regulations.
 - All damage resulting from Contractor's failure to control rodents and/or pests shall be repaired or replaced at Contractor's expense.
- j. Provide and apply insect controls: This shall be completed on a monthly cycle, however, Contractor shall expend as much effort as required to eliminate insects, which include but are not limited to insects, aphids, and any other species that may be considered insects.
 - k. Provide and apply disease controls: This shall be completed on a monthly cycle, however, Contractor shall expend as much effort as required to eliminate all diseases that may be present within the landscaping.
 - l. Trim ground cover: Edge ground cover where it contacts concrete, pavement, turf, and other landscape areas or buildings.
 - m. Trim plants:
 - Trim plant leaves to maximize growth and appearance.
 - Thin and split Birds of Paradise to prevent over growth. Replant splits when possible or when plants are missing or damaged.
 - n. Inspect and maintain the sub-drainage system (sump):
 - Pump water as necessary.
 - Report damage: Contractor shall inspect, and maintain the sub-drain system for proper operation and water level at the following intervals:
 - On the first Tuesday of each month throughout the year.
 - Daily during periods of rain.
 - Contractor shall pump out all excess water as often as required.
 - o. Provide monthly reports:
 - Arborist Report
 - Inspection Log – Insects and Disease
 - Inspection Log – Palm Tree Sumps
 - Inspection Log – Soil Probe
 - Pesticide/Fungicide Log
 - Fertilizer Log
 - Daily Staff Log Sheet
 - Staff Training Log
 - Safety Training Log

4. Perform Six (6) Week Preventative Maintenance Tasks:

- a. Perform Six (6) Week Preventative Maintenance Tasks – the six (6) week tasks shall be completed within the first week of each six (6) week period throughout the Contract.
- b. Fungicide shall be applied to the Pittosporum eight (8) times per year (approximately six (6) weeks apart) during the first weeks of January, April, July, October, and the third weeks of February, May, August, and November.

- c. Chemical application for weed control shall be used on areas such as planters, buildings, around trees, under fence lines, etc., and shall not be used around sprinkler heads.
 - d. Prior to application of chemicals, all areas shall be trimmed to the proper mow heights.
5. Perform Quarterly Preventative Maintenance Tasks:
- a. Complete quarterly tasks starting from Contract execution date and have completed within each ninety (90) days, and for each subsequent anniversary dates:
 - b. Perform tree trimming and pruning services:
 - Note this is on a quarterly cycle, however, County Project Manager may request different intervals depending on growth and fruit. Utilize equipment that is clean, sharp and expressly designed for tree pruning. Additional tree trimmings shall be completed at no additional charge and must be completed within seven (7) days of request.
 - Trim all palm trees to have a full balanced 180-degree umbrella. Additional trimmings may be needed due to winds, County Project Manager requests, and other elements.
 - All fronds and limbs shall be lowered to the ground using a method, which prevents damage to the facilities or other landscaping.
 - All pruning tools shall be disinfected between each tree using a 50/50 bleach solution submerged for five (5) minutes.
 - All trimmings and debris shall be removed and disposed of off-site at the end of each day's work.
 - Do not prune green, live palm tree tissue.
 - Palm tree fronds shall be dead and dry.
 - Palm tree trunks skinned and shape pineapples.
 - Prevent damage or injury from falling fronds.
 - Remove fruit.
 - Produce sound, healthy trees.
 - **Chain saws are strictly prohibited for palm trees.**
 - **Climbing spikes are strictly prohibited for all trees.**
 - c. Trim shrubs:
 - On a quarterly cycle. County Project Manager may request different intervals depending on growth.
 - To a uniform height and width when hiding a wall or when used as a hedge. CONTRACTOR shall use the level lines of the walls or buildings for trimming restrictions.
 - To a free form shape when shrubs are used as filler or decoration.
 - Replace all damaged, missing, deceased, or dead shrubs. (Landscape Maintenance Other (LMO) unless damage, missing, death or disease was caused by Contractor).
 - So that no wood is visible.
 - After flowers have fallen.
 - To promote healthy growth.

- To restrict growth from sidewalks, facility entrances, or other access ways.
 - Based upon the health and growth of the individual shrub.
 - All shrubbery shall be trimmed shaped, and thinned in April and in September to:
 - Produce sound shrubs.
 - Symmetrical, but natural appearance.
 - Removal all dead, damaged or diseased limbs with the proper horizontal and vertical clearance.
 - All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
 - All limbs 1" or greater in diameter shall be undercut to prevent splitting.
 - All equipment utilized shall be clean, sharp and expressly designed for pruning.
 - All leaves shall be raked from under shrubs during the third week at least once each month.
 - For security reasons, Main Street fence shall be kept clean from any plant life.
- d. Soil Testing and Adjustments
- Take soil samples in fifty (50) various areas. Upon test results adjust as follows:
- Modify fertilization, chemicals, and disease control to improve results
 - Retest thirty (30) days from corrected actions or as many times necessary to submit and acceptable report.
 - Have the soil samples tested by an independent laboratory each quarter and determine the following:

- Anion and cation exchange capacity

Anions	Cations
Ammonium	Nitrate
Calcium	Phosphate
Sodium	Sulfate
Potassium	Oxide
Magnesium	Carbonate

- Soil pH
- Mineral formation and transformation processes
- Clay mineralogy
- Sorption and precipitation reactions in soil
- Oxidation-reduction reactions
- Chemistry of problem soils

pH	Magnesium (Mg)
Boron (B)	Manganese (Mn)
Calcium (Ca)	Molybdenum (Mo)
Carbon	Nitrogen (N)

Chlorine (Cl)	Oxygen
Copper (Cu)	Phosphorus (P)
Fe	Potassium (K)
Hydrogen	Sulfur (S)
Iron (Fe)	Zinc (Zn)

- Adjust fertilization schedule to correct imbalances in the soil chemistry

6. Perform Annual Preventative Maintenance Tasks:

- a. Contractor shall submit an annual chemical usage report to the Project Manager.
- b. Complete the first annual tasks ninety (90) days from Contract execution date and ninety (90) days for each subsequent anniversary date.
- c. Apply Granulated Gypsum to all areas.
- d. Leach all areas:
 - Flood each area avoiding runoff.
 - Perform three (3) days in a row.
 - A minimum of three (3) days each year to rinse the salts from the soil.
- e. Provide a third party's annual palm tree health report and palm tree maintenance services.
 - Subcontract annual palm tree health report services, utilizing a third-party expert at Contractor's expense.
 - Submit to the County Project Manager, annual tree health report, upon completion of annual palm tree health report services, but no later than ninety (90) days from Contract execution date and each subsequent year.
 - Annual palm tree health report services shall include recommendations for palm tree health care maintenance:
 - Tree report shall include location, type of tree, visual and physical condition, recommendations to improve overall condition, soil testing to determine pH balance and nutrients, and identify any diseases or health risks.
 - Correct all discrepancies found on the palm tree health report within 10 days of receipt.
 - i. If the health report deems a palm tree healthy, Contractor shall make all attempts to maintain the palm tree's health.
 - ii. If the inspection deems a palm tree as unhealthy but savable, Contractor shall make all attempts using the health report as a tool and guide to restore the palm trees health.
 - iii. If the inspection deems a palm tree unhealthy and not savable, Contractor shall not be responsible for that particular tree and shall submit a proposal for the removal and replacement of said tree as an Additional Service.
 - iv. If the inspection report deems a palm tree healthy and the palm tree contracts a disease and becomes unhealthy and not savable by following the health report recommendations, Contractor take all reasonable steps to

determine the reason(s) the tree become diseased, unhealthy and unsavable and coordinate next steps with the County.

- v. If Contractor is responsible for the spread of diseases from one tree to the next or damages a tree in any way, Contractor shall replace the palm tree at their costs within ninety (90) days.
- vi. If a tree becomes unhealthy at any point during Contract, Contractor shall utilize the third party's observations and recommendations to improve the health and appearance of the said palm tree at Contractor's expense.
- vii. Document all treatments at the time of each treatment for verification purposes.

f. Tree Trimming

Perform Tree Trimming, Pruning, and thin all trees in the month of October of each year:

- All trees shall be trimmed between the hours of 11:00 p.m. to 4:30 am in public areas, and between the hours of 11:00 p.m. to 11:00 a.m. in all non-public areas.
 - Excludes Palm Trees, Palm trees are on quarterly cycle.
- Trim, prune, and thin approximately four-hundred fifty (450) trees (other than palms) annually as needed. There are two trees, next to sound towers off site that shall be included:
- Produce sound, healthy trees.
- Maintain symmetrical appearance and accentuate the natural form and features of each tree.
- Maintain proper vertical clearance (10' over sidewalks and 14' over roadways).
- Maintain proper horizontal clearance (against buildings or overhanging adjacent property).
- Additional trimmings may be needed due to winds and other elements.
- All cuts shall be made sufficiently close, flush, if possible, to the parent limb so that healing can readily start under normal conditions.
- All limbs 1½" or greater in diameter shall be undercut to prevent splitting.
- All limbs 4" or greater in diameter shall initially be cut off 2 feet from the trunk, then cut off at the trunk.
- All limbs shall be lowered to the ground using a method, which prevents damage to the remaining limbs or to other landscaping.
- All cuts which exceed 1½" in diameter shall be treated with an appropriate tree heal compound.
- All equipment utilized shall be clean, sharp and expressly designed for tree pruning.
- All trimmings and debris shall be removed and disposed of off-site at the end of each day's work.
- Avoid pruning the central leader to avoid a multi-leader form and the abundance of weak, vegetative growth.

- Remove all suckers, water sprouts, crisscrossing, heavily laden side branches, and thin crown to remove wind resistance.
 - Prune multi-leader or branched main trunk trees to develop permanent scaffold branches, which are smaller in diameter than the trunk or branch to which they are attached.
 - Prune to provide a vertical spacing of 18 to 24 inches and a radial orientation to avoid overlapping.
 - Prune to eliminate narrow V-shaped branch forks.
 - Thin out crowns to reduce toppling and wind damage.
 - Prune to meet space limitations and maintain the natural appearance.
- g. Aeration, Dethatching, and Fertilization
- Aerate all turf October 1st to October 31st of each year and immediately prior to the scheduled fertilization in October.
 - Aerate all turf areas between October 1st and October 31st. (Except tall fescue).
 - Aeration shall consist of removal of 1 inch diameter cores, 4 inches deep, spaced 12 inches on center.
 - All cores shall be removed from the turf areas, all walkways, roadways or other areas dirtied by aeration operations shall be cleaned and all debris removed and disposed of off-site prior to completion of each day's operations.
- h. Dethatch all turf areas between October 1st and October 31st. (Except tall fescue).
- Schedule dethatch immediately following a normal mowing and immediately prior to the scheduled fertilization in October.
 - Use a Verti-cut to remove all but the last ¼ inch of thatch.
- i. Reseed all turf areas October 1st to October 31st of each year and immediately prior to the scheduled fertilization in October.
- Over-seed aerated and dethatched turf with like turf.
- j. Clean all walkways, roadways, or other areas dirtied by de-thatch operations shall be cleaned and all debris removed and disposed of off-site prior to completion of each day's operations.
- k. Drench all Eucalyptus tree wells with merit. Inoculations may be substituted at JWA's discretion.
- l. Fertilize all areas as specified in one of the two (2) scenarios listed below. Contractor is responsible to purchase at its expense and apply fertilizers using one of the chosen fertilization schedules. Once the method of fertilization is chosen, Contractor shall adhere to the schedule. Adjustments may be required based on soil sample results, health, and overall look of the landscape. Contractor shall also supplement the minimum fertilization schedule as needed to promote health and look. JWA shall determine the need and Contractor shall implement immediately. JWA shall choose one of the scenarios but reserves the right to use the other scenario at any time. Fertilization rates apply to areas as follows:

- Scenario #1 is using Contractor's labor to apply traditional fertilizers and traditional methods. Contractor shall use the fertilization chart. The chart is designed with the assumption that the soil chemistry is in balance, the soil has a low salt content, and the soil contains the proper micronutrients. Scenario #1 is designed using a schedule designed by Simplot using "BEST" products. Contractor may substitute other manufacturers with JWA approval. If the substitution does not yield results than Contractor shall use BEST products.
- Scenario #2 is subcontracting a company that specializes in fertilization. Fertilization subcontractor shall adhere to the fertilization chart below as fertilization minimums.

Fertilization

i. Schedule

Month	Day	Product	Application	Location
January	1-7	Nitra-King 19-4-4	1 lb. for every 182 sq. ft.	Turf
January	1-7	Triple-Pro 15-15-15	1 lb. for every 152 sq. ft.	Ground Cover & Flowers
January	1-7	14-14-14	1 lb. for every 250 sq. ft.	Color
February	12-17	Nitra-King 19-4-4	1 lb. for every 182 sq. ft.	Turf
February	12-17	Dimension 270G	1 lb. for every 150 sq. ft.	Turf
February	1-7	Palm Plus	32 oz. per tree	Palms
February	1-7	Super Iron 9-9-9	1 lb. for every 90 sq. ft.	Flowering Shrubs
March	1-7	Nitra-King 19-4-4	1 lb. for every 182 sq. ft.	Turf
March	1-7	Triple-Pro 15-15-15	1 lb. for every 152 sq. ft.	Ground Cover & Flowers
March	1-7	Super Iron 9-9-9	1 lb. for every 90 sq. ft.	Flowering Shrubs
April	1-7	14-14-14	1 lb. for every 250 sq. ft.	Color
May	1-7	Super Turf 25-5-5	1 lb. for every 167 sq. ft.	Turf
May	1-7	Triple-Pro 15-15-15	1 lb. for every 152 sq. ft.	Ground Cover & Flowers
June	1-7	Super Iron 9-9-9	1 lb. for every 90 sq. ft.	Flowering Shrubs
June	1-7	Palm Plus	32 oz. per tree	Palms
July	1-7	Triple-Pro 15-15-15	1 lb. for every 152 sq. ft.	Ground Cover & Flowers
July	1-7	14-14-14	1 lb. for every 250 sq. ft.	Color
August	1-7	Super Turf 25-5-5	1 lb. for every 167 sq. ft.	Turf
August	1-7	Super Iron 9-9-9	1 lb. for every 90 sq. ft.	Flowering Shrubs
September	1-7	6-24-24 XB	1 lb. for 120 sq. ft.	Turf
September	12-17	Dimension	1 lb. for every 435 sq. ft.	Turf
September	1-7	Triple-Pro 15-15-15	1 lb. for every 152 sq. ft.	Ground Cover & Flowers
October	1-7	Nitra-King 19-4-4	1 lb. for every 182 sq. ft.	Turf
October	1-7	Super Iron 9-9-9	1 lb. for every 90 sq. ft.	Flowering Shrubs
November	12-17	Nitra-King 19-4-4	1 lb. for every 182 sq. ft.	Turf

ii. Application Rates

Type	Each Application	Annual Quantity
Nitra King 19-4-4	(15) 50 lb. bags	(75) 50 lb. bags
Triple Pro 15-15-15	(75) 50 lb. bags	(373) 50 lb. bags
14-14-14	(2) 50 lb. bags	(6) 50 lb. bags
Dimension 270G	(18) 50 lb. bags	(36) 50 lb. bags
Palm Plus 13-5-8	(9) 50 lb. bags	(18) 50lb. Bags
Super Iron 9-9-9	(23) 50 lb. bags	(112) 50lb.bags
6-24-24 XB+	(22) 50 lb. bags	(22) 50 lb. bags

Landscape Maintenance Other (LMO) Requirements Tasks and Services

1. Start-up Inventory and Report – Within ninety (90) calendar days of the start of this contract, Contractor shall complete and submit a Start-up Inventory and Report that shall include but not be limited to the following:
 - a. A map identifying:
 - Landscape Contract Zones and Legend (approach to be mutually agreed upon between the County and the Contractor)
 - Locations of key landscape features and critical landscape infrastructure.
 - Format – To scale, overlayed on an aerial provided by JWA, in PDF and dwg format (JWA to provide base file).
 - b. Inventory:
 - A list of all plants, bushes, trees, turf, ground cover at the airport. List should be sortable by plant type or zone, and include but not be limited to:
 - Category (plant, tree, etc.), Type (Rose, Oak Tree, etc.), Quantity and Zone.
 - A list of landscape infrastructure. List should include backflow devices, controllers, access boxes and hand holes, etc. Information for each access or piece of equipment should include, but not be limited to:
 - Description, Make and Model, Zones.
 - c. Recommendations:
 - Start-Up Inventory reporting recommendations – Contractor shall provide a report that provides the following:
 - Acknowledges County provided scope of work and makes recommendations for improvements that can be implemented without additional contract costs.
 - Provides recommendations for future studies and improvements to enhance the scope of work to manage and maintain the airport grounds in a manner that is cost effective, aesthetic, healthy and environmentally sensitive. This section should include approximate cost ranges for implementing each of the recommendations.
2. Root Maintenance – complete the following one (1) time on or on a schedule mutually agreed to between the Contractor and County.

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- a. Perform root grinding to all trees surrounded by turf (except palm trees, approximately twenty-five (25) trees). Contractor shall root grind the first February from Contract execution date and have complete grinding within two (2) weeks of start date.
 - Root grind all trees surrounded by turf to create tree wells.
 - Root grind to prevent curb and gutter damage.
 - Create a 3' diameter by 6" deep tree well around small trees.
 - Create a 6' diameter by 6" deep tree well around large trees.
 - Grind and remove all roots in turf. Back fill and plant sod.
- b. Perform root pruning to twenty-five (25) palm trees. Contractor shall root prune twenty-five (25) palm trees in the first February from Contract executed date and have completed pruning within two (2) weeks of start date.
 - Use a Jackhammer with a spade bit and other assorted tools to root prune all palm trees surrounded by concrete. This creates a type of planter box.
 - Remove all dirt, sprinklers, and roots from tree trunk to planter edge and 24" from grade level down. Dispose of roots and soil off site.
 - Treat exposed roots with a liquid copper fungicide.
 - Replace and test irrigation.
 - Replacement of the soil:
 - Bottom layer to be of washed plaster sand.
 - Top layer to be 6" of planter mix.
 - Soil shall be compacted to eliminate air pockets.
 - Soil surface shall be 6" below the top of the planter.
 - Plant eight (8) one-gallon Red Lantana around each of the twenty-five (25) root pruned palm tree, for a total of two hundred (200) Red Lantana.
 - All work shall be done with tarps for the protection of the concrete from stains.
 - All equipment must be sterilized with a 50% bleach solution for 5 minutes.
 - No vehicles shall be permitted on the concrete.
 - Work and clean up shall be restricted to the hours between 11:00 p.m. and 5:30 a.m.
 - Reference University of California publication:
 - AXT – 288, "Pruning Landscape Trees"
 - All trees shall be trimmed between the hours of 11:00 pm to 4:30 a.m. in public areas, and between the hours of 11:00 p.m. to 11:00 a.m. in all non-public

ATTACHEMENT C PAYMENT/COMPENSATION

Compensation: This is a firm-fixed fee Contract between the County and Contractor for Landscape Maintenance Services as set forth in Attachment B, “Scope of Work” and Attachment “A” Scope of Work of RCA-017-24010008.

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

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

Landscape Preventative Maintenance (LPM) - This component includes all recurring services required to maintain the Airport Landscape Areas as described in the contract scope of work.

Landscape Preventative Maintenance (LPM)			
Service	Units Per Year (Occurrences Per Year)	**Units Cost (Cost per Annual Occurrences)	Extended Cost
Annual Tasks	1	\$129,040.00	\$129,040.00
Quarterly Tasks	4	\$28,567.00	\$114,268.00
*Monthly Tasks	12	\$28,674.00	\$344,088.00
6 Week Tasks	9	\$6,422.00	\$57,798.00
Total Annual LPM Fixed Costs			\$645,194.00

Notes:

(*) Monthly Tasks shall include Daily, Weekly, Monthly tasks

(**) Unit costs must remain unchanged and valid for the first three years of the contract term (Years 1, 2 and 3). If the contract is extended beyond three years, Units Costs may be renegotiated on an annual basis.

Landscape Maintenance Other (LMO) – LMO Unit Cost Items

The line items and quantities in the following LMO Unit Cost Schedule are based on the County’s estimate of what may need to be repaired or replaced assuming a five (5) to ten (10) year lifespan on most landscape components. The Schedule will be used to define per unit costs and a contract budget, however, the actual scope of LMO work will be completed on an as-needed, case-by-case basis and usage may vary from the LMO Unit Cost Schedule.

Unused LMO budget may roll over to subsequent years for the term of the contract.

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The per unit costs proposed in the LMO Unit Cost Schedule must include all costs, including, but not limited to, labor, overhead, materials and equipment, required to plant, repair or replace the item in a manner consistent with the contract scope of work or as mutually agreed upon between the Contractor and County. Unit costs must remain unchanged and valid for the first three years of the contract term (Years 1, 2 and 3).

Line Item #	Unit Description Item includes all labor, materials, plants, parts and equipment to plant, replace, and/or install	Units	Estimated Quantity	Per Unit Cost
1	Festuca Eletior/ Tall Fescue Solid Sod Marathon II Sq. Ft Turf Grass.	Sq. Ft.	28,638	\$2.25
2	Agapanthus Africanus - Lily of The Nile with Blue Flowers	Each/1-gallon	10,040	\$25.00
3	Strelitzia Reginae- Bird of Paradise	Each/5-gallon	359	\$45.00
4	Photinia Fraserii	Each/5-gallon	198	\$45.00
5	Morning Glory Vine	Each/1-gallon	216	\$25.00
6	Lantana	Each/1-gallon	199	\$25.00
7	Citrus "Valencia" Valencia Orange Tree	Each/15-gallon	9	\$35.00
8	Eucalyptus Maculata Spotted Gum	Each/24-inch box	97	\$650.00
9	Ficus Rubiginosa - Rusty Leaf Fig	Each/24-inch box	12	\$650.00
10	Geijera Parviflora - Australian Shallow	Each/24-inch box	29	\$650.00
11	Ulmus Parvifolia 'True Green' - Rue Green Elm	Each/24-inch box	9	\$650.00
12	Washingtonian Robusta Mexican Fan Palm	Each/15-gallon	13	\$450.00
13	Phoenix Canariensis Canary Island Palm	Each/24-inch box	32	\$750.00
14	Phoenix Reclinata Senegal Date Palm	Each/24-inch box	0	\$650.00
15	Queen Palms	Each/15-gallon	17	\$350.00
16	Jacaranda Mimosifolia Jacaranda	Each/15-gallon	15	\$250.00
17	Buxus M. Japaponica - Japanese Boxwood	Each/15-gallon	291	\$25.00
18	Hemerocallis - Daylily	Each/1-gallon	212	\$25.00
19	Hibiscus Rosa-Sinensis. "Hula Girl"	Each/5-gallon	507	\$45.00
20	Ligustrum Japonica "Texanum" Japanese Privet	Each/1-gallon	180	\$25.00
21	Nerium Oleander "Mrs Roeding"	Each/5-gallon	9	\$45.00
22	Pittosporum Undulatum	Each/5-gallon	91	\$45.00
23	Pittosporum Tobia- Wheelers Dwarf	Each/5-gallon	33	\$45.00
24	Pittosporum Tobia- Japanese Mock Orange	Each/5-gallon	11	\$45.00
25	Rhaphiolepis Indica Clara- Indian Hawthorne	Each/5-gallon	15	\$45.00
26	Bougainvillea "San Diego Red"	Each/5-gallon	18	\$45.00
27	Clytostoma Callistegioides- Violet Trumpet Vine	Each/5-gallon	1	\$45.00
28	Distictis Buccanatoria- Red Trumpet Vine	Each/5-gallon	130	\$45.00

Line Item #	Unit Description Item includes all labor, materials, plants, parts and equipment to plant, replace, and/or install	Units	Estimated Quantity	Per Unit Cost
29	Lonicera Japonica Halliana Halls Honeysuckle	Each/Flat	2,106	\$70.00
30	Trachelospermum Jasminoides Star Jasmine	Each/1-gallon	3	\$25.00
31	Ipomea Acuminata Blue Dawn Flower	Each/5-gallon	37	\$45.00
32	Vinca Major Perwinkle	Each/Flat	11	\$70.00
33	Thevetia Peruiana (Yellow Oleander)	Each/5-gallon	30	\$45.00
34	Planter Boxes - flats of color, annuals, minimum 4 in height	Each / Flat	800	\$70.00
35	Sq. Ft. Ground Cover	Sq. Ft.	69,220	\$2.50
36	One Gallon Plants - Poinsettias in winter, Abelia, Aucuba, Kangaroo Paw, Camellias, Clytostoma, Daylilies, Gardenia, Gazania, Dogwood, Coral Bells, Impatiens, Morning Glory, Lantana, Lavender, Liriope, Lilies, Honeysuckle, and Philodendron, in all seasons. Other varieties may be used depending on the season.	Each	800	\$45.00
37	Cubic Yards (CY) of fertile planting soil	CY	200	\$200.00
38	Cubic Yards (CY) of fill soil	CY	200	\$200.00
39	Cubic Yards (CY) of soil amendment	CY	200	\$200.00
40	Controllers	Each	3	\$1,250.00
41	Stations	Each	51	\$350.00
42	Valves	Each	255	\$550.00
43	Sprinklers	Each	3,689	\$25.00
44	Backflow Devices	Each	3	\$3,500.00
45	Project Manager (see III. Staffing Requirements for qualifications)	Hour	40	\$45.00
46	Supervisor (see III. Staffing Requirements for qualifications)	Hour	40	\$45.00
47	Irrigator (see III. Staffing Requirements for qualifications)	Hour	40	\$40.00
48	Daily Staff (see III. Staffing Requirements for qualifications)	Hour	40	\$40.00
49	Chemical Applicator (see III. Staffing Requirements for qualifications)	Hour	40	\$40.00
50	Certified Arborist (see III. Staffing Requirements for qualifications)	Hour	40	\$80.00
51	Start Up Inventory and Report	LS	1	Included
52	Root Maintenance	Each / Tree	25	\$250.00

Pricing is established in accordance with Attachment “A” Scope of Work of RCA-017-24010008, Section IV, Contract Usage.

Additional Work: Any additional services not listed in the Contract must be approved by County’s Project Manager or designee in accordance with Attachment “A” Scope of Work of RCA-017-24010008, Section XXV, item Additional Services.

Total Contract Amount Not to Exceed: \$ 2,337,348.00

Final Payment: Final payment shall be issued based on the completion of the work as described in this Contract and County Project Manager accepts all the work and JWA issued badges are returned to Badging Office.

2. **Price Increase/Decreases:** No price increases will be permitted during the term of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.
 3. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
 4. **Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications, and parking while on County sites during the performance of work and services under this Contract.
 5. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.
- Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.
- Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.
6. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

7. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from 1 above
- C. Contractor's Federal Taxpayer ID Number
- D. Name of County Agency/Department
- E. Delivery/service address
- F. Master Agreement MA-280-25011321
- G. Agency/Department's Account Number
- H. Date of invoice and invoice number
- I. Product/service description, quantity, and prices
- J. Sales tax, if applicable
- K. Freight/delivery charges, if applicable
- L. Total

Invoices and support documentation are to be forwarded to **(not both)**:

Mailed to John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626

OR

Emailed to AccountsPayable@ocair.com

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via and EFT Authorization Form. To request a form, please contact the DPA.



REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT NUMBER RCA-017-24010008
BETWEEN
COUNTY OF ORANGE/COUNTY PROCUREMENT OFFICE
AND
SOUTH COUNTY LANDSCAPES, INC.
FOR
LANDSCAPE SERVICES AT VARIOUS LOCATIONS

This Contract for Landscape Services at Various Locations, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of County Executive Office, hereinafter referred to as “County” and South County Landscapes, Inc., hereinafter referred to as “Contractor”, with County and Contractor sometimes individually referred to as “Party”, or collectively referred to as “Parties”.

ATTACHMENTS

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

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

RECITALS

WHEREAS, County solicited via a Invitation for Bid (“IFB”) for Landscape Services at Various Locations as set forth herein; and,

WHEREAS, Contractor responded and represented that it is qualified to provide Landscape Services at Various Locations to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, Contractor agrees to provide Landscape Services at Various Locations to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

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

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction

of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

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

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

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this

Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report.

If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

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

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

Qualified Insurer

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

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

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

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

Required Coverage Forms

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

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

Required Endorsements

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

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

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

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

The Commercial General Liability policy shall contain a "Severability of Interests" clause also known as a "Separation of Insureds" clause (standard in the ISO CG 0001 policy).

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

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

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

Insurance certificates should state:

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

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

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

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

with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

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

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

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

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

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

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

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

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Landscape Services at Various Locations from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A.
2. **Term of Contract:** This Contract shall commence November 1, 2023 and continue for five calendar year(s) from that date, unless otherwise terminated by County.
3. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities
4. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
5. **Background Clearance:** Upon request by County department, At least thirty (30) days prior to the start of the Contract, or as soon as possible thereafter, Contractor shall email a list of current employees who will be assigned to perform services under this contract to the corresponding department Project Manager so that the department can conduct background investigations of those assigned employees as required by this Contract. While clearance may be denied for many reasons based on information obtained in a background investigation, an omission of false statement made by the employee, regardless of the nature of magnitude of the omission or false statement, may also be ground for denying clearance.
6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

7. **Cal-OSHA Vehicle Regulation:** All vehicles must meet California Motor Vehicle and Cal-OSHA regulations and all other applicable codes required for vehicle use on the roads or highways in the state of California.
8. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
9. **Cooperative Contract – Regional Cooperative Agreement (RCA):** This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the “Cooperative Program”). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to “indemnify, defend with counsel approved in writing by the County of Orange, California (“County”), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided” under the agreement.. Failure to so include this clause voids the Contract’s extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

10. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be

deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

11. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
12. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County's safety regulations and laws.
13. **Contractor Personnel Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
14. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
15. **Contractor Personnel Uniforms/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

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

16. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing DPA.
17. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions, which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
18. **County of Orange Local Small Business Preference Requirements:** Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
19. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the

County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

20. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.
21. **Default:** In case of default by Contractor, the County of Orange may procure the services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
22. **Disabled Veteran Business Enterprise:** Contractor certifies it is in compliance with County of Orange Disable Veteran Business Enterprise Preference requirements at the time this contract is executed.
23. **Disputes – Contract:**
 - a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 - 1) Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - 2) Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
 - b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.
24. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

- b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

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

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

29. **Equipment Maintenance Service:** Cleaning, inspecting, replacing all worn parts, lubricating, testing, and adjusting will be provided as required to maintain the equipment in satisfactory operating condition. The Contractor inspections will be completed during County work hours and will be coordinated with the agency/department having control of the equipment. Emergency service required and performed during normal business hours is included at no extra charge. The Contractor shall list any parts that are not considered part of this equipment maintenance price agreement.
30. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
31. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

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

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.
32. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities

in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

33. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
34. **Material Safety Data Sheets (MSDS):** The Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to the County under the contractor's contract with the County. This includes hazardous substances that are not directly included in the Contract but are included in the goods or services provided by the Contractor to the County. The provision of the MSDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDSs for each substance must be sent to the place of shipment or provision of goods/services and must also be sent to:
- County of Orange
CEO/Risk Management
Attn: Safety and Loss Prevention Program
PO Box 327
Santa Ana, CA 92702
35. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project manager.
36. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: South County Landscapes, Inc.
Attn: Contact/Project Manager
31221 Calle Del Campo
San Juan Capistrano, CA 92675
Phone: 949-637-1159
Email: j.villalobos@socolandscapes.com

For County: County of Orange
County Procurement Office
Attn: Robert Esparza, Deputy Purchasing Agent
West Civic Center Drive, 5th Floor
Santa Ana, CA 92701
Phone: 714-567-5153
Email: Robert.Esparza@ocgov.com

37. **Order Dates:** Orders may be placed during the term of the Contract even if delivery may not be made until after the term of the Contract. The Contractor must clearly identify the order date on all invoices to County and the order date must precede the expiration date of the Contract.
38. **Ownership of Documents:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
39. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
40. **Prevailing Wage:**
- a. **Threshold Requirements for Prevailing Wages:** Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.
 - b. **Wage Rates:** Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.
 - c. **Apprenticeship Requirements:** The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.
 - d. **Registration of Contractor:** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.
- Prevailing Wage and DIR Requirement:** Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:
- \$25,000 for new construction, alteration, installation, demolition or repair
 - \$15,000 for maintenance

- f the project meets or exceeds these amounts, the County and the Contractor are required to register the project with the California Department of Industrial Relations.

- e. **Payroll Records:** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide, in summary:

- i. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- i. The information contained in the payroll record is true and correct.
- ii. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.
- v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq. and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

- f. **Work Hour Penalty:** Eight (8) hours of labor constitute a legal day's work, and forty (40) hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty-Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight (8) hours per day of not less than 1-1/2 times the basic rate of pay.

- g. **Apprentices:** The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.

The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

41. **Safety Data Sheets (SDS):** The Contractor is required to provide a completed Safety Data Sheet (SDS) for each hazardous substance provided to the County under the Contractor's Contract with the County. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County. The provision of the SDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The SDSs for each substance must be sent to the place of shipment or provision of goods/service

42. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

43. **Project Manager and Key Personnel, Contractor:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project timelines. The County's Project Manager shall have the right to require the removal and replacement of

the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

44. **Security Requirements:** Upon request by County department, Contractor shall with the respect to all employees of Contractor performing services hereunder:
 - a) Perform background checks as to past employment history, Contractor may not rely on County's background security clearance as set forth in Article 5, Contractor Background Clearance.
 - b) Inquire as to past criminal felony convictions.
 - c) Ascertain that those employees who are required to drive in the course of performing services hereunder have a valid California driver's license and no DUI convictions within two (2) years prior to commencement of services hereunder.
45. **Sub-Contracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.
46. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
47. **Termination Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
48. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
49. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

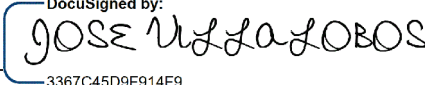
50. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

SIGNATURE PAGE

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

SOUTH COUNTY LANDSCAPES, INC.

Date: 10/12/2023

By:  JOSE VILLALOBOS
DocuSigned by: 3367C45D9F914F9...
 Signature
 JOSE VILLALOBOS CEO
 Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

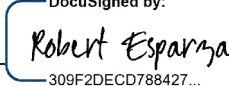
Date: 10/12/2023

By:  Sandra Gonzalez
DocuSigned by: 7B7D6906B019475...
 Signature
 Sandra Gonzalez Secretary
 Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer)

COUNTY OF ORANGE,
 a political subdivision of the State of California

Date: 10/12/2023

By:  Robert Esparza
DocuSigned by: 309F2DECD788427...
 Print Name: Robert Esparza
 Title: DPA

ATTACHMENT A SCOPE OF WORK

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

The County of Orange is seeking to partner with a Landscaping Services company or companies who can provide exceptional performance and competitive pricing. The County's intent is to obtain the most cost-effective Landscaping Services while maximizing the quality and level of service. The Contractor is to provide Landscaping Services on an on-going or as needed basis.

Each Department may have different hours of operations; however, all non-urgent deliveries shall be completed within regular County business hours. All emergency/urgent deliveries shall be coordinated with each respective ordering Department.

II. DEFINITIONS:

- A. County Site Coordinator: County agency/department assigned project lead.

III. HOURS OF OPERATIONS:

- A. Contractor shall maintain a telephone answering system, which, at a minimum, provides eight (8) hour a day, five (5) day week coverage from the hours of 8:00 am PT to 5:00 pm PT, and ensures the ability to contact higher management for evening and weekend service projects.
- B. For all general services, Contractor shall return calls or respond to emails within twenty-four (24) hours (equivalent to one (1) business day) to County regarding requests for service. Any calls/emails received on Friday shall be answered by the following Monday, unless identified as an emergency or other arrangement is made with each ordering Department.
- C. Contractor shall perform services during County's regular hours of operations, except under special conditions and/or after hours/weekend projects.

IV. CONTRACT USAGE:

- A. Agencies/departments utilizing this Contract will submit a Scope of Service or Scope of Work and request a quote/proposal from Contractor. Services to Agencies/Departments will be "project specific" or at contracted hourly rates, on an as-needed basis.
- B. Project specific means that Contractor shall propose the number of hours, or a fixed fee required to provide needed Landscaping services. County Agencies/Departments will provide detailed information including, but not limited to, the type serviced, frequency of services to be performed, location, whether parts must be included in the quote/proposal or will be reimbursed, name of requester and their Department, work site address, identify if work requires Prevailing Wage compliance and if quote reflects this cost, Contractor License Number, and any other relevant information in their scope of services for the required project and/or multiple projects. The requesting Agency/Department will review and express acceptance of the quote/proposal in writing. Agency/Department will issue their Subordinate Contract prior to commencement of services.
- C. Agencies/Departments must allow a minimum of five (5) Business Days (Monday through Friday) for Contractors to respond to their quote/proposal.
- D. Agency/Department Subordinate Contracts may require Board of Supervisor's approval in accordance with County's Procurement Policy.

- E. Emergency Calls must be clearly identified and communicated to Contractor if a response is required in less than five (5) Business Days.
- F. Equipment may be added or deleted from the Subordinate Contract periodically, at the discretion of the County. County shall notify Contractor when equipment has been added or removed. Contractor shall provide Services for added equipment at contracted hourly rates when applicable.

V. SCOPE OF WORK:

- A. This Contract is for landscape and irrigation maintenance at various County of Orange facilities. Contractor shall, throughout the duration of the Contract, provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform landscape services. These services shall include, but are not limited to, mowing, edging, watering, weed control, aeration, fertilization, shrub care, turf care, irrigation maintenance, tree maintenance and general maintenance. All associated parking lots and walkways shall be maintained in a neat, clean, and orderly manner. These specifications indicate the minimum level of service and frequency deemed acceptable. It is intended that Contractor will schedule its operations to meet or exceed these requirements. This will include all management and preventative maintenance actions in addition to the specific tasks addressed in the Scope of Work.
 - B. Contractor shall take precautions to prevent scalping, uneven mowing, (cutting by equipment) and damage to flowering plants, trees, shrubs, vines, picnic tables, barbeques, benches, and sprinkler heads. The Contractor shall repair damaged turf and replace flowering plants, shrubs, trees, vines and sprinkler heads damaged during mowing or edging operations.
 - C. Contractor shall perform all work outlined in this Contract in a safe manner that meets all performance and schedule standards.
 - D. Contractor's equipment and materials shall not be stocked or stored on County property unless authorized by the County Department Representative. County will not be held responsible for Contractor's equipment, Contractor shall assume liability and responsibility for stored equipment.
 - E. All work shall be completed with the least disturbance possible to County patrons, County staff, and regularly scheduled operations and events. Contractor shall not damage vehicles or other property during the execution of this Contract.
 - F. Underground utilities may exist in all areas to be serviced under this Contract, special care shall be exercised during cultivation and excavation activities.
 - G. Contractor equipment shall be kept in good repair and conform to all state and local laws. All equipment shall be subject to inspection, any equipment found to be in need of repair, unsafe or producing poor quality work shall be removed from service at Inspectors request.
 - H. Contractor shall not enter upon any adjacent property for the purpose of conducting operations required under this Contract unless the Contractor has obtained written permission from the affected property owner.
- A. **PERFORMANCE ON SCHEDULE**
 - B. All work shall be completed in a sustainable manner to the specific performance schedule standards described herein.
 - C. All work shall be completed on time following the designated schedules described herein or as provided by County Department Representative.
 - D. Staffing levels shall meet the need to achieve the performance standards set forth in this contract.

- E. In addition to meeting all performance standards contained in this contract, Contractor shall provide minimum daily staffing levels for the following tasks: irrigation maintenance, trash pickup, and amenity cleaning.
- F. Failure to meet the agreed upon Service Expectations for all tasks and requirements contained in this contract, including but not limited to, performance standards, minimum personnel requirements, and mandatory equipment requirements. A one-time warning and a subsequent automatic daily monetary penalty as described in "Deficient Performance Procedures".

VI. CONTRACT COMMUNICATION

- A. County will designate a County Department Representative upon Department request to inspect the daily performance of the contract.
- B. Contractor shall provide one representative that is dedicated full-time to this contract who can communicate effectively in written and oral English. Any order or communication given to the Contractor Representative shall be deemed as delivered to the Contractor. This shall be County's single point of contact for communication about contract performance, contract adherence, contract deficiencies, and scheduling.
- C. The Contractor Representative shall be available for cell phone, text, and e-mail communication during normal work hours. The Contractor Representative shall have a cell phone capable of sending and receiving text messages and e-mails. Contractor shall have the ability to contact field crews within fifteen (15) minutes of notification by the County Department Representative during normal working hours.
- D. The Contractor Representative shall be competent in all aspects of landscape maintenance, irrigation maintenance, turfgrass maintenance, contract administration, and staff supervision. Contractor Representative shall be physically present daily at one or more of the County facilities covered in this contract during normal working hours as described in this contract.
- E. Contractor Representative shall meet monthly with County Department Representative to review the Contractor's schedules, performance, resolve deficiencies, and perform joint field inspections, as required. At the request of the County Department Representative, the owner or other senior Contractor representative(s) shall be available to attend these meetings.
- F. Contractor shall provide a backup during the absence when the regular Contractor Representative is away or unavailable.
- G. Failure to assign a dedicated Contract Representative shall incur penalties as listed in "Deficient Performance Procedures."

VII. CONTRACTOR PERSONNEL

- A. Contractor shall designate one full-time on-site Foreman for each County Department location. The Foreman shall be required to communicate effectively in written and oral English. An appropriate backup Foreman shall provide coverage when the regularly assigned Foreman is unavailable.
- B. Failure to assign a dedicated on-site Foreman shall incur penalties as listed in "Deficient Performance Procedures."
- C. All Contractor personnel shall wear uniform shirts with the company name printed on them. All uniforms shall be kept clean and professional-looking.
- D. All personnel shall be in good health and free of any contagious diseases. Contractor shall not allow any personnel under the influence of alcohol or drugs on any County property.
- E. Phones shall not be used by Contractor or its employees at any time while operating equipment or motorized vehicle in performance of the work under this Contract except for emergencies.
- F. Any employee who fails to work or act in an acceptable manner, as solely determined by the County Department Representative, shall be removed immediately and replaced no later than the next working day with a qualified replacement.

VIII. CONTRACTOR VEHICLES

- A. All Contractor vehicles used for work under this contract within any County's Facility shall be identified with the Contractor's name and logo affixed to both the driver side, passenger side and rear of the vehicle and shall display a sign easily visible by the County Staff and the general public indicating that Contractor is "Under Contract with Orange County".
- B. All vehicles working on roadways, parking lots, bicycle, and pedestrian paths shall have an operating flashing yellow light beacon to alert passersby of maintenance activities.
- C. Irrigation vehicles shall also display a sign that indicates "Sprinkler Maintenance in Progress" while this work is being performed.
- D. All vehicles operating in County's Facilities shall possess valid vehicle licensing, registration, and proof of insurance coverage, consistent with requirements by the California Department of Motor Vehicle inside every vehicle whenever said vehicle is on County's property.

IX. CONTRACTOR EQUIPMENT

- A. Contractor's equipment shall be kept in good repair and conform to all state and local laws. Any equipment that leaks lubricants, coolant, or other substances on County hardscape shall be removed from service, soiled area reported, and cleaned to the satisfaction of County's.
- B. All equipment shall be subject to inspection, any equipment that is found to be in need of repair, is out of compliance with standards set forth in this contract, is unsafe, or that produces poor quality of work shall be removed from service immediately at County Department Representative's request.
- C. Contractor shall have available at the start of the contract all necessary equipment. This shall be subject to inspection and approval by a County Department Representative. Non-compliance shall be remedied by following the protocol listed in "Deficient Performance Procedures."

X. URGENT RESPONSE

- A. The Contractor shall maintain an office within fifty (50) miles of Orange County with a telephone answering system such that twenty-four (24) hours per day, seven (7) days per week, emergency notification is possible.
- B. All notifications or attempted notifications shall be responded to within two (2) hours. All response times outside of two (2) hours shall be remedied by following the protocol listed in "Deficient Performance Procedures."

XI. PROPERTY DAMAGE/VANDALISM

- A. Contractor shall immediately report all conditions and occurrences of vandalism or property damage to the County Department Representative.
- B. Contractor shall be responsible for the labor to maintain damaged landscaping caused by outside vandalism, vehicle accidents, or other means with material costs to be reimbursed by County's. The Contractor shall submit invoicing to establish material costs.
- C. All damage incurred by the Contractor's operations shall be repaired or replaced in kind and size at the Contractor's expense in a reasonable time frame as determined by the County Department Representative.
- D. Irrigation maintenance shall be completed within twenty-four (24) hours using approved materials.
- E. Non-irrigation maintenance shall be completed within seven (7) working days and shall be repaired using only pre-approved materials.
- F. Contractor shall be responsible for all damage-related maintenance such as, but not limited to, watering and fertilizing of replaced plant materials until accepted by the County Department Representative.

XII. INCLEMENT WEATHER

- A. Contractor shall adjust their staff by providing materials, labor, and all items necessary in order to accomplish those activities that are not affected by weather during the periods when inclement weather hinders normal operations seven (7) days per week Monday to Sunday.
- B. Contractor shall not remove their staff from the job site without prior authorization from the County Department Representative.
- C. During inclement weather, Contractor shall check and clean all hardscape drains, catch basins, and v-ditches at County department discretion.
- D. Contractor shall remove branches and debris not requiring specialized equipment resulting from inclement weather and wind events immediately.
- E. Contractor shall stake, re-stake, and/or re-tie trees as needed.
- F. Contractor shall remove all standing/pooling water from all playgrounds lots and equipment areas within 24 hours of rain ceasing.

XIII. SITE ACCESS

- A. County's Department shall provide appropriate access during contract services.
- B. County shall issue necessary keys for access to work areas. Contractor shall assume full responsibility for the theft or loss of said keys and pay for re-keying all locks operated by these keys, in the event of theft or loss of said keys by Contractor. Keys shall not be duplicated, and Contractor shall maintain an employee key issuance log for each work site. Contractor shall immediately report the loss of any key to the County Department Representative.
- C. At no time shall the Contractor enter areas of the County Department not specifically included in this Contract. This includes, but is not limited to, County buildings, storage yards, and storage containers. Contractor shall be held responsible for full replacement of all damages or losses which are directly or indirectly caused by the actions of its employees.

XIV. WORK SCHEDULE

- A. Workdays shall be seven (7) days per week Monday to Sunday depending on the task and County department request.
- B. Working hours shall be determined by each Facility's desired operating hours at each site. These hours are subject to change based on previously scheduled programs and special events. Performance on schedule requirements of this contract shall be adhered to at all times regardless of operating hours.
- C. All holidays shall be staffed, and work schedules reflect a normal day's work unless otherwise directed by County department to meet facility-specific program needs.
- D. For the major holidays and weekends, Contractor shall provide adequate staffing resources to fulfill all requirements requested by the County department including special attention paid to trash and debris pick up the day before the holiday, the day of the holiday, and the day(s) after the holiday. Contractor shall not perform any additional routine work requirements on the major holidays, listed below or as directed by County Department Representative:
 - New Years Day
 - Martin Luther King, Jr. Day
 - Lincoln's Birthday
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans' Day
 - Thanksgiving Day and Day after Thanksgiving
 - Christmas Day

- E. The Contractor Representative shall submit a monthly schedule for each County Department to the appropriate County Department Representative, indicating the major items of work to be completed and further delineate the time frames for accomplishment by day of the week and by morning and afternoon. The monthly schedule shall be shared with the appropriate County Department Representative.
- F. The initial monthly schedule shall be submitted on or by the effective date of Contract execution. Thereafter it shall be submitted monthly on a day mutually agreed upon by Contractor Representative and County Department Representative.
- G. Contractor shall provide change in schedule to the County department twenty-four (24) hours prior to the scheduled time for the work.
- H. Failure of Contractor to notify the County department of a change and/or failure to perform a work task on schedule shall initiate penalties as listed in "Deficient Performance Procedures".

XV. CONTROL OF WORK

- A. Performance Standards. The Scope of Work defines the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule its operations to meet or exceed these requirements.
- B. Deficiency Performance.
 - 1. The Inspector shall inspect the performance of the work as to adherence to the Contract Specifications and Scope of Work. The County reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance and to perform or contract for the necessary service if, or when, the work under this Contract is incomplete.
 - 2. The Contractor shall be notified both verbally and in writing each time its performance is unsatisfactory and corrective action is necessary.
 - 3. The Contractor shall complete corrective action within the following time frames subsequent to verbal notification:
 - a) Major irrigation within twelve (24) hours
 - b) Other irrigation within forty-eight (48) hours
 - c) Other deficiencies within seven (7) days
 - 4. Failure to correct the deficiency within the time specified shall result in the deduction of payment as provided on the Payment Deduction Schedule below.
 - 5. Major Deficiencies:

An additional amount equal to the costs incurred by completion of the work by an alternate source whether it be County forces or separate private contractor, even if it exceeds the contract unit price, will be deducted and forfeited from payments to the Contractor.
 - 6. These actions shall not be construed a penalty but as adjustment of payment to the Contractor for only the work actually performed, or as the cost to the County for inspection and other related costs from the failure of the Contractor to complete the work according to schedule.

- C. Licenses and Permits. The Contractor shall be licensed in accordance with the requirements of State of California Business & Professions Code Division 3, Chapter 9. Contractors, Article 4. Classifications, C27 – Landscaping Contractor. Contractor shall obtain and pay for all permits and licenses incidental to the work or made necessary by its operations and pay all costs incurred by the permit or license requirements.
- D. Safety. The Contractor shall take all necessary safety precautions for the protection of its employees, County employees and the public using the facilities including but not limited to, use of signs, barricades, and traffic devices such as flashers and cones.
- E. Inspections. The County's designated Inspector shall be in charge of inspections for this Contract. In the event corrective actions are necessary, the Inspector will provide the Contractor with copies of the inspection reports showing corrective actions required. The Contractor shall promptly respond to either written or oral requests by the Inspector for the corrective actions required to meet the Contract Specifications and Scope of Work.

XVI. PESTICIDE USE PROCEDURES

- A. Contractor shall provide an official PCA recommendation for each pesticide to be used for each use scenario within the contract per calendar year. Contractor shall follow all directives in the PCA recommendation, pesticide label(s), safety data sheets, and all other applicable laws and regulations. In addition to the mandatory PCA recommendation, each unique pesticide to be used for the first time within this contract will be reviewed by the County's IPM Coordinator prior to approval.
- B. Pesticide Application signage shall be displayed in a manner that is reasonably visible to anyone who may enter the treatment site during the application, must coordinate with the County Department Representative.
- C. Contractor shall store, transport, handle, mix, and apply pesticides and fertilizers in a manner consistent with Federal, State, and local regulations. Contractor shall report and maintain records of pesticide applications in compliance with all Federal, State, and local regulations including the National Pollutant Discharge Elimination System (NPDES) permit requirements.
- D. Contractor shall adhere to the pesticide label at all times including but not limited to following proper mixing procedures, wearing proper personal protective equipment (PPE), applying correct rates, applying in appropriate weather conditions, and following the Restricted Entry Interval.
- E. Off target chemical spray drift and chemical spray drips and leaks shall not be tolerated. Spray equipment shall always be in good working order.
- F. Contractor shall maintain a pesticide label "card" located on the backpack sprayer that denotes the product information including brand name, active ingredient, Environmental Protection Agency registration #, and signal word.

XVII. ENVIRONMENTAL REQUIREMENTS

A. Noise Control

The Contractor shall comply with all State, County, and local noise control regulations and ordinances, whichever is most strict. Contractor shall make every effort to keep unnecessary noise pollution at a minimum.

B. Air Pollution

1. All equipment used in performance of this contract shall meet the current regulations set forth by the Environmental Protection Agency (EPA), California Air and Resource Board (CARB), and South Coast Air Quality Management District (SCAQMD), whichever is most strict.
2. All gas and diesel equipment shall be EPA Tier 4 compliant if applicable and shall be updated accordingly if and when new regulations are imposed.
3. During blowing operations, Contractor shall always maintain a minimum distance of fifty (50) feet from all other persons to avoid the risk of eye or inhalation injury. Blowing operations shall be stopped immediately if approached by a person(s).

C. Water Conservation

1. The use of water shall be minimized when an alternative method can be identified to complete the task appropriately, particularly during cleanup operations.
2. Contractor shall comply with all National Pollutant Discharge Elimination System (NPDES) requirements.
3. Contractor shall comply with all State, County, or Water District drought-imposed restrictions.

XVIII. SUSTAINABLE LANDSCAPE MAINTENANCE REQUIREMENTS

A. Battery Operated Landscape Equipment

1. Contractor shall be required to use commercial grade battery-powered backpack leaf blowers for all areas where a gas-powered unit would normally be appropriate. Handheld and backpack gas-powered leaf blowers shall not be permitted for use in any capacity unless approved by County department.

2. Any other battery-operated commercial-grade landscape equipment that the Contractor can use in lieu of gas-powered equipment is encouraged but not required at this time.
 3. Contractor shall provide the necessary equipment and quantities at each County department in order to meet the performance on schedule specifications of this contract at all times.
 4. Failure to meet the battery-operated landscape equipment requirements shall be remedied by following the protocol listed in "Deficient Performance Procedures."
- B. Waste Disposal
1. Contractor shall dispose of all green waste material to organics recycler or provide clean waste material to OCWR Greeneries for Chip and Grind. Contractor shall maintain a monthly record of total gross tonnage of green waste recycled. Contractor shall not dispose of any green waste in a conventional landfill or landfill receptacle without prior approval from County Department Representative.
 2. All landfill trash may be disposed of onsite at County's provided dumpsters if approved by County Department Representative, and subject to availability. If onsite dumpsters are full, or unavailable outside of normal County department operating hours, trash shall be disposed of offsite each day by Contractor following all State and County laws and regulations. Contractor shall not pile trash or debris above the dumpster "fill line", or on the ground near the dumpster. Excess trash or debris shall be hauled offsite and properly disposed of.
- C. Spraying Equipment
1. All devices used to spray chemicals with a spray nozzle device such as a backpack sprayer shall always have a working pressure regulator and check valve attached to the spray wand.
 2. Contractor shall always provide the necessary equipment and quantities to meet the performance on schedule specifications of this contract.
- D. Mowers
1. All mowers shall be recycling/mulching models that cut and return grass clippings to the turfgrass in a fashion that reduces clumping and piling of grass clippings.
 2. Mowers blades shall always be kept sharp to ensure a clean cut.
 3. Contractor shall prove that all mowers comply with these requirements. Equipment shall be made available for inspection by County Department Representative at his/her request to ensure compliance. Non-compliance will be remedied following Deficient Performance Procedures.

XIX. REPORTING REQUIREMENTS

A. Pesticide Use

Upon request by County department, Contractor shall provide a list of the pesticide and fertilizer type(s), quantities used, and other pertinent application details. All use of chemicals on County's property shall comply with the most current County's IPM Policy provided by County department and approved by the County department IPM Coordinator.

B. Green Waste Recycling

Contractor shall report to the IPM Coordinator (or designee) the monthly breakdown, or as requested by the County department The amount of green waste removed and recycled at a certified green waste recycler.

C. Green Waste Reuse in County Facilities

Upon request by County department, Contractor shall report to the IPM Coordinator (or designee) the information as needed.

XX. Deficient Performance Procedures

A. The County Department Representative for each County department shall regularly inspect for contract performance on schedule to ensure alignment with Contract specifications.

B. Penalties shall not be assessed for deficient contract performance on schedule that have been deemed unavoidable due to circumstances out of the control of Contractor such as but not limited to extreme weather, civil unrest, vandalism, theft, etc. The determination as to whether deficient contract performance is out of control of the Contractor shall be at the sole discretion of County Department Representative.

C. Warning and penalty protocol shall be for all tasks and requirements within this Contract except Mowing and Edging.

1. If performance on schedule standards are not met, County Department Representative shall issue one (1) warning notification to the Contractor Representative both verbally and in writing describing each infraction(s) that needs correcting at the County department in question. Contractor Representative shall have twenty-four (24) hours from time of warning notification to correct the infraction(s) to the satisfaction of the County Department Representative.

2. Failure to resolve the infraction(s) within twenty-four (24) hours after the one (1) warning notification shall result in a five-hundred-dollar (\$500) penalty per day, per infraction, withheld from the following month's payment to Contractor.

3. After the initial one (1) warning notification per County department, no additional warning notifications will be given for the entirety of the contract for that County department.

4. All subsequent contract performance deficiencies will be brought to the attention of the Contractor Representative both verbally and in writing, and a five-hundred-dollar (\$500.00) penalty per day, per infraction, will be withheld from the following month's payment. The penalties will stop accruing on the day the deficiency is corrected to the satisfaction of County Department Representative.

D. Warning and penalty protocol for 1 to 4 below, shall be for Mowing and Edging scheduling deficiencies only.

1. If the regularly scheduled mowing and edging operations are delayed or overextended, County Department Representative shall issue one (1) warning notification both verbally and in writing describing the Mowing and Edging schedule failure that needs correcting at the County department in question. Contractor Representative shall have 24 hours from time of notification to correct the scheduling delay and/or overextension to the satisfaction of the County Department Representative. It will be at the discretion of the County Department Representative whether the Mowing and Edging task can be made up in the same week or postponed until the next regularly scheduled date.
 2. Failure to resolve the mowing and edging schedule delays and/or overextensions within twenty-four (24) hours after the one (1) warning notification will result in an automatic one-thousand-dollar (\$1,000) penalty per day, up to two days maximum. The penalties shall be assessed and withheld from the following month's payment to Contractor. It shall be left solely to the discretion of the County Department Representative if the mowing and edging can be made up or postponed to the next regularly scheduled mowing and edging date.
 3. After the one (1) warning notification per County department, no additional warning notifications will be given for the entirety of the contract for that County department.
 4. All subsequent mowing and edging schedule delays and/or overextensions shall be brought to the attention of the Contractor Representative both verbally and in writing, and an automatic one-thousand-dollar (\$1,000) penalty per day, up to two days maximum per week will be withheld from the following month's payment to Contractor. It shall be left solely to the discretion of the County Department Representative if the mowing and edging can be made up or postponed to the next regularly scheduled mowing and edging date.
- E. Continued failure of Contractor to meet performance on schedule expectations for any and all tasks, requirements, mowing, and edging, as described in the contract, shall give County's the right to deliver the services by other means for said deficiencies and back charge the incumbent Contractor for the incurred costs of having the work completed.

XXI. TURFGRASS MAINTENANCE REQUIREMENTS-ROUTINE

- A. Equipment Requirements
1. Contractor shall have the necessary equipment to meet all the performance on schedule specifications of the contract.
 2. All equipment shall be in good working order with all manufacturers' installed safety devices in place. Contractor shall utilize all equipment described below when appropriate throughout the entirety of this contract. Inferior equipment or substitutions shall not be allowed. This list is the minimum requirements and does not constitute a complete list that may be required to complete the performance on schedule requirements of this contract. Quantities are not specified but shall be sufficient to meet all performance on schedule expectations of this contract. Failure to meet "Equipment Requirements" shall be remedied by following the protocol listed in "Deficient Performance Procedures."

- 96" or greater rotary mowers (recycling/mulching), 72" rotary mowers (recycling/mulching), 72" or greater drum style aerators, walk behind aerators, aeration core pulverizer or equivalent device (to break up aeration cores), tractors with power take off and hydraulic capabilities equipped with turf tires, 72" or greater vertical-cutters, walk behind vertical-cutters, baseball/softball ride on infield groomers, string trimmers, hedge trimmers, walk behind edgers, battery operated leaf blowers, pressure washers, utility carts with turf tires, stake bed truck(s) (for busy weekend trash pickups and green waste hauling).

B. Mowing

1. Contractor shall mow all turfgrass within per County department request, schedules will vary.
2. Mowing and Edging schedule will be provided by County department as required per each County Facility or Location. No exceptions to the Mowing and Edging schedule shall be made unless approved by County Department Representative.
3. Mowing will take place based on schedule provided by County department. Exact height of cut may be adjusted as needed by each County Department Representative.
4. All County Department facilities sports fields as listed below shall be mowed at one and one-half (1 ½) inches or to the desired height as directed by County Department Representative.
5. All mowers shall always be adjusted to the proper height of cut with properly sharpened recycling blades to ensure a quality cut.
6. Clippings shall be recycled back into the turfgrass and not collected.
7. Large clumping of grass will be dispersed on the same day the mowing is completed.
8. All trash and debris shall be picked up prior to mowing.
9. Large obstructions to mowing including picnic tables, trash cans, etc. shall only be moved by hand, not mowing equipment.
10. All walkways, trails, parking lots, roadways, and all other miscellaneous hardscape areas shall be cleaned of all debris generated from mowing before the day is completed.
11. Mowing missed due to inclement weather shall be rescheduled and completed within two (2) days of improved weather conditions. County Department Representative will have final authority in determining when turfgrass is accessible for mowing operations.
12. Mow crew personnel shall always remain courteous and accommodating to County Patrons and County's staff in the vicinity of active mowing operations.
13. Care shall be taken not to damage property during edging operations including but not limited to trees, posts, signs picnic tables, etc.

C. EDGING

1. Contractor shall edge and trim turfgrass growth around all hardscape features, valve boxes, drains, posts, fencing, picnic tables, BBQs, drinking fountains, gazebos, shelters, fishing dock pilings, and other permanent structures located in the turfgrass.

2. Edging schedule shall always coincide with mowing schedule unless otherwise directed by County Department Representative.
3. Edging shall take place weekly upon County department request.
4. Care shall be taken not to damage property during edging operations including but not limited to trees, posts, signs, picnic tables, fencing, etc.
5. Any damage to County or County's patron property shall be replaced, repaired, or reimbursed in like kind at the discretion of County department. This shall be completed in a reasonable timeframe as determined by County department.

D. AERATION

1. All turf areas shall be aerated one (1) time per year with the appropriate aeration equipment as described in the Equipment Requirements section.
2. Contractor shall be responsible for locating and marking irrigation and all other components in turfgrass prior to aerating.
3. Turfgrass shall be aerated with three-quarter (3/4) inch hollow core tines to a depth of three (3) inches with six (6) inch maximum spacing.
4. Work shall only be allowed Monday to Friday or as needed by the County department.
5. Contractor shall post signs before aeration operations start stating: "Turfgrass Maintenance in Progress." Signs shall be removed promptly after aerating operations are finished, and no later than twenty-four (24) hours after.
6. Irrigation shall be turned off 24 hours prior to aeration operations in the areas to be aerated for that day. This will be completed in coordination with the Irrigation Technician. Irrigation may remain on with prior approval from County Department Representative.
7. Contractor shall aerate turfgrass in one (1) direction and ensure complete coverage and proper depth are achieved at all times.
8. Aeration plugs/cores shall be dispersed with a core pulverizer or heavy weighted drag mat within twenty-four (24) hours to the satisfaction of the County Department Representative. Cores shall not be harvested and removed offsite.
9. Irrigation schedules shall resume after aeration cores have been properly pulverized and reincorporated back into the grass.
10. Any damage to County or County's Patron property shall be replaced, repaired, or reimbursed in like kind at the discretion of County Department Representative.

E. DE-THATCHING

1. All turf areas shall be de-thatched (height of cut reduction) one (1) time per year with the appropriate mowing equipment as described in the Equipment Requirements section.
2. Turfgrass de-thatching shall mean lowering the mower height of cut to one and a half (1.5) inches and mowing in two (2) directions to ensure final height of cut is one and a half (1.5) inches. Contractor shall ensure excess grass clippings and clumps are incorporated back into the grass or as directed by County department, height may be adjusted based on site-specific conditions at the request of County Department Representative.
 - a) Work shall only be allowed Monday to Sunday per the County department request.

- b) Contractor shall post signs before de-thatching operations start stating: "Turfgrass Maintenance in Progress." Signs shall be removed promptly after de-thatching operations are finished, and no later than twenty-four (24) hours.
- c) Irrigation shall be turned off 24 hours prior to de-thatching operations in the areas to be de-thatched for that day. This will be completed in coordination with the Irrigation Technician. Irrigation may remain on with prior approval from County Department Representative.
- d) Irrigation schedules shall resume after de-thatching operations have been completed and grass clippings have been properly reincorporated back into the grass.
- e) All mowers shall always be equipped with properly sharpened recycling blades to ensure a proper cut.

F. SODDING/SEEDING

- 1. Any turfgrass areas that are damaged or dead due to improper management by Contractor shall be replaced by re-seeding or sodding at no cost to County based on County department directive.
 - a) Replacement sod type shall be Kikuyu grass or improved Tall Fescue based on County department discretion. Sod shall be actively growing, healthy, and free of weeds and pests.
 - b) Replacement seed shall be Kikuyu grass, an improved Tall Fescue blend, or a fifty/fifty (50/50) blend of the two (2) based on County Department Representative's discretion.

XXII. IRRIGATION SYSTEM MAINTENANCE REQUIREMENTS ROUTINE

A. Overview

- 1. Contractor shall be responsible for the complete management, operation, and maintenance of all controllers and Irrigation infrastructure after the point of connection at the water meter(s) at each facility. Contractor shall provide all labor, supervision, equipment, and supplies as needed to service and maintain County irrigation systems including but not limited to piping, wiring, spray heads, spray rotors, remote control valves, controllers, master valves, pressure regulators, gate valves, ball valves, backflow valves, and basket strainer assemblies.
- 2. Contractor shall include making the necessary irrigation maintenance resulting from outside vandalism, theft, vehicle damage, maintenance system fatigue, erosion, natural disasters, and damage caused by animals (e.g., gophers, etc.)
- 3. Contractor shall abide by all current State, County, and Water District drought-imposed restrictions and landscape watering guidelines.

B. Irrigation Watering Windows

- 1. Controller-scheduled Irrigation cycles shall start at 9:00 pm and end no later than 5:00 am the following day.
- 2. Manual Irrigation shall start no earlier than 7:00 am and end no later than 4:00 pm.

C. Irrigation Personnel

1. Contractor shall provide Certified Irrigation technician personnel fully trained in all phases of landscape irrigation systems operation, maintenance, and adjustment. Contractor has a period of 90 calendar days from date of contract award to provide Irrigation technician personnel that have one of the following credentials: 1) Certified Landscape Technician - Irrigation Certificate from the California Landscape Contractors Association, 2) Certified Irrigation Technician and/or Auditor certificate from the Irrigation Association, 3) Qualified Water Efficient Landscaper certificate (QWEL) or 4) proof of completion of a College level landscape irrigation maintenance course with passing grade. Documentation shall be submitted to County no later than 90 days after Contract commencement.
2. Irrigation specialist shall be able to effectively communicate both verbally and in written English.
3. Irrigation technician personnel shall have their work vehicles stocked with all routine replacement parts including but not limited to all components to rebuild valves, complete valves assemblies, pipe, fittings, risers, swing joints, spray heads, spray rotors, spray/rotor nozzles, bubblers, drip tubing, drip emitters, etc. All replacement parts will be equal to or better in quality than the original equipment manufacturer. County Department Representative reserves the right to refuse any replacement part or product due to inferior quality or non-compliance with County's irrigation standards.
4. At the request of the County department, Contractor shall provide the minimum quantity of full time Irrigation Technicians required to be onsite.

D. Irrigation System Complete Visual Inspection

Contractor shall conduct a weekly or per the County department request a visual inspection of each irrigation infrastructure in its entirety to identify signs of disrepair, damage, leaks, excessive runoff, poor coverage, overwatered areas, underwatered areas, watering window compliance, and any other situation that is not conducive to a healthy growing environment for plant material, water conservation, and public safety.

E. Irrigation Individual Zone Audit

1. Irrigation technicians assigned to each County department shall inspect either with a remote or via the controller each irrigation station/zone/valve to confirm proper performance and application of water while in operation. Inspections shall follow the written irrigation inspection form provided by County department. These forms will be shared at the end of each month electronically or in hard copy form at the discretion of the County department.
 - a) Each individual irrigation station/zone/valve shall be inspected one (1) time every two (2) weeks and findings recorded on the appropriate irrigation inspection form.
 - b) Each station/zone/valve shall be run for a sufficient amount of time to allow for thorough inspection of all components to ensure proper distribution uniformity with no overspray and all parts are in good working order.

- c) Problems that shall be documented on the irrigation inspection form and corrected at the time of discovery shall include but are not limited to: valve turning on/off within 15 seconds of signal transmission, leaking valves, broken valve boxes, leaking quick couplers, broken sprinkler heads, broken nozzles, sprinkler heads above or below grade, unlevel sprinkler heads, fogging, inadequate pressure, improper head to head coverage, sprinkler heads out of adjustment, mismatched precipitation rates of heads, broken swing joints, broken lateral pipe or drip tubing, clogged drip emitters, low head drainage, and run times that need correction due to seasonal changes or excessively wet or dry site conditions.

F. Weekly Irrigation Schedule Adjustments

1. Irrigation schedules shall be reviewed at minimum one (1) time per month and adjusted as necessary to reflect seasonal changes in evapotranspiration rates.
2. At no point shall Irrigation schedules be permitted to commence/run during rain events. Contractor shall always be responsible for this.
3. The Irrigation technician shall also take into consideration when determining scheduled run times, such as, but not limited to, forecasted weather, day length, root depth, soil type, and slope. The Irrigation technician shall adjust the run times to best reflect the plant's needs.
4. Standard scheduling practice shall be to schedule irrigation run times to 80% of current reference evapotranspiration rates.
5. Run-time schedules should not exceed 100% of current reference evapotranspiration rates unless approved by County department or a distribution uniformity or similar problem necessitates the adjustment.
6. Reference evapotranspiration rates for the Irvine weather station can be located at <https://cimis.water.ca.gov/Stations.aspx>.
7. Maximum allowable deletion of water (MAD) shall be set at fifty (50%). For example, plant material with a 6" root zone, the soil will be allowed to dry to the point of the root zone having 3" or 50% of soil moisture available, at which point irrigation will commence during the appropriate watering window to replenish the entire 6" root zone back to 100% field capacity.

G. Irrigation Gate Valve Exercising – Annual

1. Irrigation Gate Valve exercising shall take place one (1) time per year between December 1 and February 1.
 - a) With available mapping and assistance from County Department Representative, Contractor shall identify and locate all gate valves, butterfly valves, and ball valves associated with the pressurized main lines feeding the Irrigation Valves.
 - b) As necessary, clean out all dirt and debris within each valve box.
 - c) As necessary, clear plant material and other debris away from valve box lid.
 - d) Irrigation Gate valve exercising shall be performed following AWWA standards.
 - e) On an approved inspection worksheet, note the location, condition of the box/lid, valve operability, and any other relevant observations.

- f) Any problems identified in the performance of the valve, box/lid, etc. shall be noted and approved by County Department Representative to proceed.
- g) Backflow and associated devices shall not be exercised.

H. Annual Irrigation Critical Component Inspection

1. Contractor, in coordination with County Department Representative, shall inspect each facility's critical irrigation component as required by the County department.
 - a) Each critical irrigation component shall be visually inspected one (1) time per year.
 - b) Critical Irrigation Components include, but are not limited to, master valves, flow sensors, basket strainers, pressure relief valves, pumps, gate valves, and pressure regulators.
 - c) Contractor shall document all critical components inspected with general comments on condition and service recommendations to keep components functioning properly to manufacturers' standards.
 - d) The findings and service recommendations recorded on the irrigation inspection form shall be submitted electronically (email) to the County Department Representative.
 - e) Any problems identified shall be provided to the County Department Representative.
 - f) Backflow and associated devices shall not be inspected.

XXIII. ROUTINE FACILITY MAINTENANCE REQUIREMENTS

A. General Amenity Care

1. Seven (7) days per week - Contractor shall patrol and inspect all County department facilities seven (7) days per week including holidays.
2. Contractor shall supply the appropriate staff members to complete the following general cleaning tasks per the County department request. Inability to complete tasks on schedule shall initiate penalties as listed in "Deficient Performance Procedures."
 - a) Remove all litter, debris, and animal feces throughout entire facility including debris located within landscape planters, trails, trailheads, creek beds, hillsides, walkways, etc.
 - b) Inspect all trash bag liners and remove and replace all that are one-quarter ($\frac{1}{4}$) full or greater in all trash receptacles in the entire facility.
 - c) Remove and replace all trash bag liners at any level that contain waste products producing an offensive odor or attracting pests such as; animal feces, fish remains, etc.
 - d) Contractor shall provide durable 2.0 mil. plastic liners for all trash cans at Contractor's expense.
 - e) Contractor shall ensure all lids are securely placed back on trash container after servicing.

- f) Contractor shall dispose of all waste offsite when onsite disposal is unavailable due to full dumpsters or closed maintenance yards when operating outside of normal County Department operating hours.
 - (1) Trash Inspection/Pickup or as directed by County department
 - (a) Monday to Sunday seven (7) days per week mandatory trash inspection/pickup shall be two (2) times per day between 7:00 am - 9:00 am and 3:30 pm -5:30 pm.
 - (b) Monday to Sunday trash inspection/pickup shall be three (3) times per day between 7:00 am - 9:00 am, 1:00 pm - 3:00 pm, and 6:30 pm - 8:30 pm.
 - (c) Times may be subject to change based on specific facility needs.
 - (d) The trash inspection/pickup schedule described above is the minimum number of trash inspections/pickups required per day per facility. Trash receptacles shall never be allowed to overflow and go unattended for any unreasonable length of time regardless of day or time. Contractor shall always provide appropriate staffing levels for this service in consultation with County Department. Performance on Schedule failures shall be remedied by following the protocol listed in "Deficient Performance Procedures."
 - g) Inspect and restock all doggy bag dispensers to a minimum of three packets of bags daily. Visual inspections of dispenser bag levels shall be checked during trash inspection/pick-up times and replenished if empty. Replacement bags shall be original manufacturers stock or approved by County Department Representative.
 - h) Visually inspect and clean all outside seating areas, shelters, gazebos, and picnic tables:
 - (1) Cleaning shall consist of cleaning all surfaces with a blower or broom, raking up all debris within and around the amenity, removing all debris attached to amenities such as but not limited to: staples, nails, tape, streamers, balloons, etc., scrubbing off all food stains and any other debris stuck to surfaces with an approved non-toxic cleaner, clean and scrub all unclean sinks with a non-toxic cleaner, unclog minor drain clogs, remove all debris on and around BBQ grills, wire brush unclean BBQ grills, remove minor graffiti, rake level all DG surfaces, backfill and level any gopher/squirrel holes.
3. Two (2) days per week by 10:00 am - Contractor shall inspect and clean the following county amenities two (2) days per week on Monday and Friday and shall be completed by 10:00AM. All damaged amenities shall be reported to County Department Representative. Cleaning days are subject to change based on County department discretion.
- a) Drinking Fountain Inspection/Cleaning
 - (1) Inspect for proper operation and adjust water flow if necessary
 - (2) Unclog surface drain as needed

- (3) Clean and disinfect surfaces with approved non-toxic cleaner
 - b) BBQ grill Inspection/Cleaning
 - (1) Inspect for proper operation
 - (2) Wire brush clean cooking surface
 - (3) Remove all ashes, coals, and debris around perimeter of BBQ as needed ensure all coals are cold before removing
 - (4) Properly dispose of debris offsite
- 4. One (1) day per week by 10:00 am – Contractor shall inspect and clean the following County amenities one (1) day per week on Monday, and complete by 10:00 am. All damaged amenities shall be reported to County Department Representative. Cleaning day is subject to change based on County Department Representative's discretion.
 - a) Concrete under and directly surrounding shelters, gazebos, shade structures, playgrounds, and any other areas with visual staining shall be cleaned with a pressure washer and an approved non-toxic cleaner. Squeegee water off concrete pads and dry all picnic tables, benches, etc.
- 5. One (1) day per week – Contractor shall inspect and clean County department amenities one (1) day per week Monday to Friday or per the County department discretion.
 - a) All concrete ditches shall be inspected, and as needed cleaned of all vegetation, debris, and soil to ensure unrestricted flow.
 - b) All other drainage infrastructure including but not limited to surface drains, and associated grates shall be inspected, and as needed cleaned of all vegetation, debris, and soil to ensure unrestricted flow. Missing or damaged grates shall be reported to County Department Representative.
- B. Play Surfaces, Walkways, Roadway Care
 - 1. Seven (7) days per week – Contractor shall complete the following tasks seven (7) days per week before 10:00 am or as directed by County department
 - a) All play surfaces including but not limited to playgrounds, exercise equipment, volleyball courts, horseshoe pits, tennis courts, pickleball courts, basketball courts, handball courts, and archery ranges shall be cleaned of foreign debris by sweeping, blowing, or by any other appropriate method deemed necessary and with approval by County Department Representative.
 - b) Sand and wood fiber play surfaces including but not limited to playgrounds, volleyball courts, and horseshoe pits shall be raked level.
 - c) All walkways, bikeways, roadways, and parking lots shall be cleaned of all foreign debris by sweeping or blowing as needed. Avoid washing walkways unless build-up is deemed excessive by County Department Representative.
 - 2. One (1) day per month – Contractor shall complete the following tasks one (1) time per month, during the first week of each month.
 - a) All playgrounds, exercise equipment, and all other play equipment shall be cleaned with a pressure washer:
 - (1) All standing water shall be removed before the task is considered complete.

- (2) Any damage caused from pressure washing shall be repaired at Contractor's expense and to the satisfaction of a Certified Playground Safety Inspector.
- b) All sand and wood fiber play surfaces shall be rototilled to a maximum depth to revive compaction before base material is intermixed with sand or wood fiber.
 - (1) Sand and wood fiber shall be raked level after rototilling.
 - (2) Any damage caused by rototilling activities shall be repaired at Contractor's expense and to the satisfaction of a Certified Playground Safety Inspector.

XXIV. LANDSCAPE MAINTENANCE REQUIREMENTS – ROUTINE

A. Landscape Plants and Planters

- 1. "Landscape planter" shall mean all areas within the County's permanent irrigation system footprint that are not turfgrass and hardscapes. This also includes tree wells. All landscape planters shall be inspected daily for compliance to the following standards:
 - a) Broadleaf and grassy weeds shall be completely removed (including roots) from all landscape planter areas, through manual cultivation. Weeds shall be removed when first visible. String trimmers or similar equipment shall NOT be utilized to remove weeds. Invasive weeds identified in California Invasive Plant Council (Cal-IPC Lists with a rating of "High" must be removed and reported to the County Department Representative for documentation.
 - b) All plants shall be pruned as needed year-round to maintain a healthy and natural appearance in the landscape except where formal hedges exist. At no time shall plants that are not explicitly hedges be trimmed into a hedge form without prior approval from County Department Representative.
 - c) Landscape plant pruning shall be performed as necessary year-round to maintain safe egress and visibility for pedestrians, cyclists, vehicles, etc. Plant growth shall be restricted behind roadways, sidewalks, bikeways, parking lots, signage, etc.
 - d) Plant pruning shall be performed to maintain a minimum of one (1) foot buffer around all buildings including but not limited to restrooms, meeting rooms, office space, maintenance yards, v-ditches, etc.
 - e) Low-hanging branches on trees and shrubs shall be raised to maintain an eight (8) foot height clearance over all sidewalks, bikeways, and trails.
 - f) All seasonal flowers and dead foliage shall be removed promptly following species-specific regular growth patterns.
 - g) All ornamental landscape grasses shall be cut down to six (6) inches annually. Work shall be completed between March 1 and March 31.
 - h) Any additional special pruning requirements will be performed at the discretion of County Department Representative.

- i) Contractor shall remove and replace all dead, diseased, and dying landscape plants where the cause of decline is proven to be negligence by the Contractor. Plants shall be replaced with like kind and size at the discretion of County Department Representative. Replacement plant material cost and labor will be the sole responsibility of Contractor.
 - (1) Contractor shall backfill any vacant landscape plant holes to existing grade with imported soil of similar type to eliminate trip hazards.
- j) All landscaped plants shall be fertilized one (1) time per year in the Fall with an approved fertilizer provided by County Department Representative.
 - (1) All areas shall be free of moisture at the time of fertilizing, then be thoroughly watered in immediately after application.
 - (2) Fertilizer shall be applied under the foliage and near the base of all landscape plants. Broadcasting of fertilizer in empty spaces and planters is prohibited.

B. Mulch

- 1. All Landscape planters shall always be mulched based on minimum depth requested by the County department. Mulching is a critical component of reducing weeds and weeding activity and as such shall be inspected regularly to confirm compliance.
- 2. All compost and mulch material must be obtained from County Greeneries, subject to availability. If material is not available, the landscape contractor may then procure material at another source other than the County Greenery. Contractor must keep a record of all compost and/or mulch material used including; quantity in tons, date procured, place used, where the material was procured from, and type of material.
- 3. Mulch shall be based on County department request, product is to be composted by a State or County licensed composter/mulcher for a minimum of 120 days at temperatures of 120°(F) to 150°(F) and conform to all CalRecycle guidelines for compost. Mulch shall not contain plastic, metals, general trash, biosolids, and any other debris.
- 4. If any mulch delivered onsite is deemed out of compliance with stated standards, mulch shall be removed and replaced at the Contractors expense. Removal and replacement of non-compliant mulch with compliant mulch shall be completed within two (2) weeks of non-compliance notice from County Department Representative.
- 5. Mulch deliveries and applications shall be coordinated between Contractor and County department so as not to interfere with any scheduled programs and events at said County department.

C. Weed Control with Herbicides

- 1. Synthetic pesticides shall not be used in any areas the public is permitted to access unless no other non-synthetic pesticides have been successful. All sites managed within this contract shall be considered areas the public is permitted to access. Contractor shall make the appropriate arrangements for weed control without the use of synthetic herbicides. All use of chemicals on County's property shall comply with the most current County's IPM Policy which will be provided by the County departments that require and only with the approval of the County department IPM Coordinator.

2. Organic herbicides for weed control shall be allowed on a restricted basis. Organic herbicide applications shall be limited only to tree wells, landscape rock, and gravel lots where mechanical controls are not feasible. This is to avoid damage to the trees or nearby infrastructure from mechanical weed control methods.
 3. Contractor shall make the appropriate arrangements to control the remaining balance of weeds with mechanical control methods.
 4. A spray dye additive shall not be used during weed spraying applications. An exemption to this rule may be requested by the Contractor if there is an essential need for a spray dye. Use of a temporary dye, coordinate with County department.
- D. Sports Field Requirements
1. Baseball/Softball Infield Maintenance
 - a) County's baseball and softball infields are regularly used amenities that require specialized equipment, tools, and routines to maintain a safe and enjoyable playing surface.
 - b) All clay infields shall be maintained level, and free of potholes, low spots, high spots, weeds, pests, and lips around the edge of the dirt surface as it transitions to grass.
 - c) Infields shall be groomed with a ride-on infield groomer every Friday morning with a scarifying attachment to loosen hard compacted surfaces followed by a metal drag mat to smooth out the surface.
 - d) Infields shall be lightly watered with an appropriate watering device prior to grooming to prevent excessive dust from drifting off-site and to allow better scarifying and loosening of the clay.
 - e) Infields shall be appropriately watered with an appropriate watering device after grooming is complete.
 - f) All low spots located in the batter's box/catcher area and pitcher's area shall be built back up with an approved "mound/batter's box clay" for baseball/softball fields.
 - g) The transition from clay infield to grass outfield shall require regular maintenance to ensure a smooth transition between surfaces.
 - (1) All dirt accumulated on the grass nearest the clay infield edge shall be swept with a broom or blown with a leaf blower back into the clay infield every Friday morning prior to lightly watering the infield and grooming.
 - (2) Any high spots or "lips" on the grass/clay infield edge may be removed mechanically with a sod cutter, leveled appropriately to grade, and re-sodded with the appropriate species turfgrass.
 - h) All materials used on the baseball/softball infield shall first be approved by County Department Representative.
- E. Plant Health Care
1. Contractor shall observe and report any pest or disease infestations on landscape plants to County Department Representative.

2. Contractor shall present official Pest Control Advisor recommendations to County Department Representative on Plant Health Care measures that can be taken to remedy the pest or disease infestation on the affected landscape plant(s).
3. All Plant Health Care inputs requiring additional materials such as but not limited to fertilizers, pesticides, beneficial insects, soil amendments, etc. shall be considered additional services.

XXV. ADDITIONAL SERVICES

Contractor shall provide all labor, equipment tools and materials required to perform any necessary additional services to repair the damaged irrigation systems and/or replace any damaged landscaping. Contractor shall maintain a record of the work included with an approximate cost on an annual basis.

Prior to performing any extra work, Contractor shall prepare and submit a written description of the work with an estimate of labor, materials, tools, equipment and time to complete.

NO EXTRA WORK SHALL COMMENCE WITHOUT THE AUTHORIZATION OF THE CONTRACT ADMINISTRATOR OR DESIGNER.

The only exception shall be when a condition exists wherein there is imminent danger of injury to the public or damage to property, in which case verbal estimate and authorization may be used. Within twenty-four (24) hours after verbal authorization, the written estimate for Contract Administrator or designee's approval shall be prepared.

**ATTACHMENT B
PRICING AND COMPENSATION**

- I. COMPENSATION:** This is a fixed fee/usage Contract between County and Contractor for Landscape Services at Various Locations per the Attachment A, Scope of Work. Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C & R of County Contract Terms and Conditions.**
- II. PRICING:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:
- (See Attachment B for pricing structure)**
- III. PRICE INCREASE/DECREASES:** No price increases will be permitted during the first year of Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments increasing Contractor's profit will not be allowed.
- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
- V. CONTRACTOR'S EXPENSE:** Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- VI. PAYMENT TERMS:** Invoices are to be submitted within 30 days from the date Contractor completes services as defined in the Attachment A-Scope of Work. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt, and approval, by County of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. All payments are made 30 days in arrears and shall be in 12 equal monthly payments. The responsibility for providing an acceptable invoice rest with Contractor.
- Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.
- Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

VII. TAXPAYER ID NUMBER: Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.

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

- A. Contractor's name and address
- B. Contractor's remittance address, if different from 1 above
- C. Contractor's Taxpayer ID Number
- D. Name of County Agency/Department
- E. Delivery/service address
- F. Contract Number TBD
- G. Agency/Department's Account Number
- H. Date of invoice
- I. Brief description of fees/service
- J. Sales tax, if applicable
- K. Freight/delivery charges, if applicable
- L. Total

Invoice and support documentation are to be forwarded to: TBD

IX. PAYMENT (ELECTRONIC FUNDS TRANSFER (EFT): County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

Landscaping Services	Unit of Measure	Price	Frequency/Coverage
Artificial turf	Square foot	8.50	
Composting	cubic yard	175.00	
Dethatching	1,000 Square feet	550.00	
Dethatching	3,000 Square feet	1,650.00	
Dethatching	5,000 Square feet	2,750.00	
Dethatching	10,000 Square feet	5,500.00	
Dethatching	1/2 Acre	11,550	
Dethatching	3/4 Acre	17,325.00	
Dethatching	1 Acre	23,100.00	
Dethatching	3 Acres	69,300.00	
Dethatching	5 Acres	115,500.00	
Irrigation system	Hourly	55.00	
Fill dirt	Yard	175.00	
Flower bed cleanup	5'x12' bed	40.00	
Gardener	Hourly	40.00	
Gutter cleaning	Yards	175.00	
Hedge trimming	Yards	85.00	
Landscape Boulders	Ton	1,500.00	
Landscape Curbing	Measure	175.00	
Landscape Fabric	Square foot	2.50	
Landscape Gravel	Square foot	40.00	
Landscape Rocks	Pound	5.00	
Landscape Timbers	Linear Foot	20.00	
Landscaping	Square foot	2.50	
Landscaping	Hourly	40.00	
Landscaping rock	Yard	350.00	
Lawn aeration	Hourly	40.00	
Lawn aeration	Flat	40.00	
Lawn aeration	1,000 Square feet	150.00	
Lawn aeration	10,000 Square feet	1,500.00	
Lawn aeration	1/4 Acre	1,687.50	
Lawn aeration	1/2 Acre	3,375.00	
Lawn aeration	1 Acre	6,750.00	
Lawn aeration	TruGreen TruComplete		
Lawn care	Hourly	40.00	
Lawn Care Full-service lawn care can include: • Weekly or biweekly mowing • Aeration and fertilizing • Weed-control treatments • Spring and fall yard cleanups • Garden cleanup and mulching • Hedge and tree trimming	Hourly	40.00	
Lawn Edging	Linear Foot	2.50	
Lawn Fertilizing	Application Square Foot	5.00	
Lawn mowing	1/8 Acre	40.00	
Lawn mowing	1/4 Acre	80.00	
Lawn mowing	1/2 Acre	160.00	
Lawn mowing	3/4 Acre	240.00	
Lawn mowing	1 Acre	850.00	
Lawn mowing	2 Acre	1700.00	
Lawn mowing	1/8 Acre	40.00	
Lawn replacement	Square foot	2.50	
Lawn seeding	Square foot	2.50	
Lawn Turf	Square foot	2.50	
Leaf removal	2,000 Square feet	5,000.00	
Leaf removal	3,000 Square feet	7,500.00	
Leaf removal	5,000 Square feet	12,500.00	
Leaf removal	1/5 Acre	21,500.00	
Leaf removal	1/4 Acre	26,875.00	
Leaf removal	1/2 Acre	53,750.00	

Landscaping Services	Unit of Measure	Price	Frequency/Coverage
Leaf removal	3/4 Acre	80,625	
Leaf removal	1 Acre	107,500	
Mulch	Yard	175.00	
Mulch installation	cubic yard	175.00	
Mulch removal (old)	cubic yard	250.00	
Overseeding or reseeding	Square foot	5.00	
Pest control	Bidder to Provide	N/A	
Poison ivy removal	Bidder to Provide	500.00	
Power-washing a deck	Bidder to Provide	N/A	
Rainwater collection system	Bidder to Provide	N/A	
Repair by Sprinkler Part	Bidder to Provide	500.00	
Repair by Sprinkler Part - Broken or Leaking Pipes	Linear Foot	20.00	
Repair by Sprinkler Part - Broken Sprayer Heads	Bidder to Provide	80.00	
Repair by Sprinkler Part - Damaged Backflow Preventer	Bidder to Provide	N/A	
Repair by Sprinkler Part - Faulty Valves	Bidder to Provide	550.00	
Repair by Sprinkler Part - Timer/Controller	Each	N/A	
Repair by Sprinkler Part - Wiring	Square foot	500.00	
Retaining Wall	Square foot	N/A	
Shrub / bush removal	Each	500.00	
Shrub / bush trimming	Bush	200.00	
Shrub planting	Shrub	Depending size	
Sod installation	Square foot	2.50	
Sod Installation	Hourly	40.00	
Sod removal	Square foot	1.00	
Tree branch removal	Bidder to Provide	N/A	
Tree debris removal	Bidder to Provide	N/A	
Tree planting	Each	650.00	
Tree removal	Each	N/A	
Tree stump grinding	Bidder to Provide	N/A	
Tree stump removal	Stump	N/A	
Tree trimming	Each	N/A	
Weed control	Visit	550.00	
Weeding	Square foot	2.50	
Weeding - Pull weeds by hand	Hourly	40.00	
Weeding - Spray weeds	Square foot	5.00	
Weeding - Weed and feed application	Square foot	5.00	
Yard cleaning	Measure	200.00	
Yard grading	Square foot	5.00	

Landscaping Services	Unit of Measure	Price	Frequency/Coverage
Artificial turf	Square foot	15%	cost plus 15%
Composting	cubic yard	\$ 110.00	1 time/ 1 location (min 20 yds)
Dethatching	1,000 Square feet	\$ 38.00	1 time/ 1 location
Dethatching	3,000 Square feet	\$ 105.00	1 time/ 1 location
Dethatching	5,000 Square feet	\$ 160.00	1 time/ 1 location
Dethatching	10,000 Square feet	\$ 300.00	1 time/ 1 location
Dethatching	1/2 Acre	\$ 609.84	1 time/ 1 location
Dethatching	3/4 Acre	\$ 816.75	1 time/ 1 location
Dethatching	1 Acre	\$ 958.32	1 time/ 1 location
Dethatching	3 Acres	\$ 2,613.60	1 time/ 1 location
Dethatching	5 Acres	\$ 3,920.40	1 time/ 1 location
Irrigation system	Hourly	\$ 95.00	parts are extra
Fill dirt	Yard	\$ 350.00	class A topsoil/20 cy min
Flower bed cleanup	5'x12' bed	\$ 70.00	annual color change only
Gardener	Hourly	\$ 65.00	1 time/ 1 location
Gutter cleaning	Yards	\$ 32.00	3'x5' concrete gutter
Hedge trimming	Yards	\$ 21.71	3' L x 4' H x 3' W
Landscape Boulders	Ton	\$ 700.00	20ft from truck
Landscape Curbing	Liner Feet	\$ 25.00	6"x6" no rebar
Landscape Fabric	Square foot	\$ 0.65	100 sqft min.
Landscape Gravel	Square foot	\$ 2.70	3in deep crushed rock
Landscape Rocks	Pound	\$ 0.55	based on 3"-6" granite
Landscape Timbers	Linear Foot	\$ 15.00	pressure treated dough fir
Landscaping	Square foot	\$ 6.50	no hardscape or irrigation
Landscaping	Hourly	\$ 95.00	1 time/ 1 location
Landscaping rock	Yard	\$ 350.00	crushed dg
Lawn aeration	Hourly	\$ 65.00	1 time/ 1 location
Lawn aeration	Flat	\$ 65.00	per hour
Lawn aeration	1,000 Square feet	\$ 16.00	1 time/ 1 location
Lawn aeration	10,000 Square feet	\$ 130.00	1 time/ 1 location
Lawn aeration	1/4 Acre	\$ 108.90	1 time/ 1 location
Lawn aeration	1/2 Acre	\$ 174.24	1 time/ 1 location
Lawn aeration	1 Acre	\$ 217.80	1 time/ 1 location
Lawn aeration	TruGreen TruComplete	15%	cost plus 15%
Lawn care	Hourly	\$ 65.00	1 time/ 1 location
Lawn Care Full-service lawn care can include: •Weekly or biweekly mowing •Aeration and fertilizing •Weed-control treatments •Spring and fall yard cleanups •Garden cleanup and mulching •Hedge and tree trimming	Hourly	\$ 68.00	4hrs min.
Lawn Edging	Linear Foot	\$ 0.01	1 time/ 1 location
Lawn Fertilizing	Application Square Foot	\$ 0.02	based on 16-6-8
Lawn mowing (using a 21")	1/8 Acre	\$ 148.00	1 time/ 1 location
Lawn mowing (using a 21")	1/4 Acre	\$ 296.00	1 time/ 1 location
Lawn mowing (using a 50")	1/2 Acre	\$ 150.00	1 time/ 1 location
Lawn mowing (using a 50")	3/4 Acre	\$ 200.00	1 time/ 1 location
Lawn mowing (using a 60")	1 Acre	\$ 183.00	1 time/ 1 location
Lawn mowing (using a 72")	2 Acre	\$ 250.00	1 time/ 1 location
Lawn mowing	1/8 Acre	\$ 148.00	1 time/ 1 location
Lawn replacement	Square foot	\$ 3.50	remove and replace sod
Lawn seeding	Square foot	\$ 0.50	based on Kikuya
Lawn Turf	Square foot	\$ 1.75	1 time/ 1 location
Leaf removal	2,000 Square feet	\$ 101.00	1 time/ 1 location
Leaf removal	3,000 Square feet	\$ 106.05	1 time/ 1 location
Leaf removal	5,000 Square feet	\$ 111.35	1 time/ 1 location
Leaf removal	1/5 Acre	\$ 116.92	1 time/ 1 location
Leaf removal	1/4 Acre	\$ 122.77	1 time/ 1 location
Leaf removal	1/2 Acre	\$ 128.90	1 time/ 1 location
Leaf removal	3/4 Acre	\$ 135.35	1 time/ 1 location

Landscaping Services	Unit of Measure	Price	Frequency/Coverage
Artificial turf	Square foot	7.00	
Composting	cubic yard	80	
Dethatching	1,000 Square feet	88	
Dethatching	3,000 Square feet	220	
Dethatching	5,000 Square feet	325	
Dethatching	10,000 Square feet	500	
Dethatching	1/2 Acre	800	
Dethatching	3/4 Acre	900	
Dethatching	1 Acre	1000	
Dethatching	3 Acres	2400	
Dethatching	5 Acres	2600	
Irrigation system	Hourly	58	
Fill dirt	Yard	90	
Flower bed cleanup	5'x12' bed	380	
Gardener	Hourly	44	
Gutter cleaning	Yards	44	
Hedge trimming	Yards	44	
Landscape Boulders	Ton	600	
Landscape Curbing	Measure	9.00	SqFt
Landscape Fabric	Square foot	0.90	
Landscape Gravel	Square foot	2.25	
Landscape Rocks	Pound	3.00	
Landscape Timbers	Linear Foot	1.45	
Landscaping	Square foot	0.10	
Landscaping	Hourly	40	
Landscaping rock	Yard	380	
Lawn aeration	Hourly	90	
Lawn aeration	Flat	100	
Lawn aeration	1,000 Square feet	50	
Lawn aeration	10,000 Square feet	380	
Lawn aeration	1/4 Acre	460	
Lawn aeration	1/2 Acre	490	
Lawn aeration	1 Acre	520	
Lawn aeration	TruGreen TruComplete	100	
Lawn care	Hourly	40	
Lawn Care Full-service lawn care can include: • Weekly or biweekly mowing • Aeration and fertilizing • Weed-control treatments • Spring and fall yard cleanups • Garden cleanup and mulching • Hedge and tree trimming	Hourly	48	
Lawn Edging	Linear Foot	0.10	
Lawn Fertilizing	Application Square Foot	0.02	
Lawn mowing	1/8 Acre	70	
Lawn mowing	1/4 Acre	100	
Lawn mowing	1/2 Acre	180	
Lawn mowing	3/4 Acre	240	
Lawn mowing	1 Acre	280	
Lawn mowing	2 Acre	360	
Lawn mowing	1/8 Acre	70	
Lawn replacement	Square foot	2.90	
Lawn seeding	Square foot	1.70	
Lawn Turf	Square foot	7.00	
Leaf removal	2,000 Square feet	48	
Leaf removal	3,000 Square feet	58	
Leaf removal	5,000 Square feet	68	
Leaf removal	1/5 Acre	78	
Leaf removal	1/4 Acre	98	
Leaf removal	1/2 Acre	120	
Leaf removal	3/4 Acre	180	
Leaf removal	1 Acre	260	
Mulch	Yard	45	
Mulch installation	cubic yard	80	
Mulch removal (old)	cubic yard	60	
Overseeding or reseeding	Square foot	1.70	
Pest control	Bidder to Provide	65	Per Hour
Poison ivy removal	Bidder to Provide	80	Per Hour
Power-washing a deck	Bidder to Provide	47	Per Hour
Rainwater collection system	Bidder to Provide	50	Time and Material
Repair by Sprinkler Part	Bidder to Provide	50	Time and Material
Repair by Sprinkler Part - Broken or Leaking Pipes	Linear Foot	0.90	
Repair by Sprinkler Part - Broken Sprayer Heads	Bidder to Provide	18	Time and Material
Repair by Sprinkler Part - Damaged Backflow Preventer	Bidder to Provide	1200	Time and Material
Repair by Sprinkler Part - Faulty Valves	Bidder to Provide	280	Time and Material
Repair by Sprinkler Part - Timer/Controller	Each	1500	
Repair by Sprinkler Part - Wiring	Square foot	90	
Retaining Wall	Square foot	70	
Shrub / bush removal	Each	25	Small Bush
Shrub / bush trimming	Bush	1.00	
Shrub planting	Shrub	35	5 Gallon
Sod installation	Square foot	2.25	
Sod Installation	Hourly	52	
Sod removal	Square foot	1.70	
Tree branch removal	Bidder to Provide	200	
Tree debris removal	Bidder to Provide	180	
Tree planting	Each	400	15 Gallon
Tree removal	Each	900	
Tree stump grinding	Bidder to Provide	280	
Tree stump removal	Stump	360	
Tree trimming	Each	320	Small Trees
Weed control	Visit	50	Per Hour
Weeding	Square foot	0.80	
Weeding - Pull weeds by hand	Hourly	40	
Weeding - Spray weeds	Square foot	0.09	
Weeding - Weed and feed application	Square foot	0.12	
Yard cleaning	Measure	0.15	Per Square foot
Yard grading	Square foot	2.00	

Landscaping Services	Unit of Measure	Price	Frequency/Coverage
Leaf removal	1 Acre	\$ 142.12	1 time/ 1 location
Mulch	Yard	\$ 110.00	1 time/ 1 location (min 20 yds)
Mulch installation	cubic yard	\$ 65.00	mulch delivered at location
Mulch removal (old)	cubic yard	\$ 90.00	1 time/ 1 location
Overseeding or reseeding	Square foot	\$ 0.50	based on Kikuya
Pest control	Hourly	\$ 80.00	materials are additional
Poison ivy removal	Hourly	\$ 225.00	portal to portal, dump extra
Power-washing a deck	Hourly	\$ 67.00	
Rainwater collection system	Hourly	\$ 85.00	materials are extra
Repair by Sprinkler Part	Hourly	\$ 95.00	materials are extra
Repair by Sprinkler Part - Broken or Leaking Pipes	Linear Foot	\$ 95.00	hourly rate only
Repair by Sprinkler Part - Broken Sprayer Heads	Hourly	\$ 95.00	materials are extra
Repair by Sprinkler Part - Damaged Backflow Preventer	Hourly	\$ 95.00	materials are extra
Repair by Sprinkler Part - Faulty Valves	Hourly	\$ 95.00	materials are extra
Repair by Sprinkler Part - Timer/Controller	Each	\$ 100.00	per station
Repair by Sprinkler Part - Wiring	Square foot	\$ 95.00	hourly rate only
Retaining Wall	Square foot	\$ 220.00	10 sf min no footing
Shrub / bush removal	Each	\$ 10.00	2'x2'x2'
Shrub / bush trimming	Bush	\$ 30.00	3'x3' shrub
Shrub planting	Shrub	\$ 19.00	1 gal/ 1 gal
Sod installation	Square foot	\$ 3.00	500 sf min/ fescue
Sod Installation	Hourly	\$ 65.00	500 sf min/ fescue
Sod removal	Square foot	\$ 0.50	1 time/ 1 location
Tree branch removal	Hourly	\$ 100.00	1 time/ 1 location
Tree debris removal	Hourly	\$ 100.00	1 time/ 1 location
Tree planting	Each	\$ 850.00	24" box
Tree removal	Each	\$ 3,000.00	max 12" DBH
Tree stump grinding	Hourly	\$ 120.00	max 12" DBH
Tree stump removal	Stump	\$ 450.00	max 12" DBH
Tree trimming	Each	\$ 600.00	max 12" DBH
Weed control	Visit	\$ 640.00	8hrs min. materials are extra
Weeding	Square foot	\$ 0.14	1 time/ 1 location
Weeding - Pull weeds by hand	Hourly	\$ 65.00	
Weeding - Spray weeds	Square foot	\$ 0.07	materials extra
Weeding - Weed and feed application	Square foot	\$ 0.12	1 time/ 1 location
Yard cleaning	Hourly	\$ 65.00	
Yard grading	Square foot	\$ 1.63	1 time/ 1 location