

Attachment A



**CONTRACT NUMBER
MA-299-21011531
FOR
LANDSCAPE MAINTENANCE SERVICES
FOR NATIVE PLANT HABITAT MANAGEMENT
AT SOUTH REGION LANDFILLS**

THIS CONTRACT Number MA-299-21011531 for Landscape Maintenance Services for Native Plant Habitat Management at South Region Landfills (“**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 through its OC Waste & Recycling Department, (“**County**”) and **Habitat Restoration Sciences, Inc.** (“**Contractor**” or “**HRS**”) with a place of business located at 1217 Distribution Way, Vista, CA 92081. County and Contractor are sometimes referred to individually as “**Party**” or collectively as “**Parties.**”

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (“RFP”) to provide Landscape Maintenance Services for Native Plant Habitat Management at South Region Landfills; and

WHEREAS, the County Board of Supervisors approved OC Waste & Recycling to enter into this Contract with Contractor to provide Landscape Maintenance Services for Native Plant Habitat Management at South Region Landfills; and

WHEREAS, Contractor agrees to provide Landscape Maintenance Services for Native Plant Habitat Management at South Region Landfills as set forth in the Scope of Work, attached hereto as Contract Attachment A and incorporated herein; and

WHEREAS, Contractor agrees to accept payment set forth in Rates, Payment Terms, and Invoicing Instructions, attached hereto as Contract Attachment C and incorporated herein;

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, including Attachments which are attached hereto and incorporated herein by this reference, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions

are valid or binding on County unless authorized by County in writing.

- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnittees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnittees 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 or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,

marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provision:** 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 combined single limit 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 interest clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 Policy).

Insurance certificates should be emailed to OCWRPURCHASING@OCWR.OCGOV.COM.

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

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

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

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

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

Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other 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 duties.

- 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 paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Freight:** 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 effect the purpose of the parties and this Contract.
- Y. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") 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 Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

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

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

ADDITIONAL TERMS AND CONDITIONS:

- 1. Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor shall provide Landscape Maintenance Services for Native Plant Habitat Management at South Region Landfills on an as-needed basis.
- 2. Term:** This Contract shall be for a three (3) year term, effective September 1, 2021 through August 31, 2024, in an amount not to exceed \$4,200,000, with excess funds to be carried over from year to year, unless otherwise terminated as provided herein.
- 3. Renewable Annually with Concurrence:** This Contract may be renewed for two (2) additional one-year terms, by mutual written agreement of both Parties, in an amount not to exceed \$1,400,000 per year. The County does not have to give reason if it elects not to renew.
- 4. Precedence:** The Contract documents consist of this Contract 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 attachments.
- 5. Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.
- 6. Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon past usage. The Contractor agrees to supply services requested, as needed by the County, at rates/prices listed in the Contract, regardless of quantity requested.
- 7. Compensation:** 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.
- 8. Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

9. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County’s written consent. In the event that there are new or unforeseen requirements, the County with the Contractor’s concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor’s ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

10. **Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. 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.
11. **Contractor’s Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
12. **Ownership of Documents:** The 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.
13. **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.
14. **Contractor Personnel:** 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.
15. **Contractor Personnel – Drug Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

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

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

1. The Contractor has made false certification, or
 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
- 16. Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
- 17. Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed

by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

18. 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.

19. Nondiscrimination – Statement of Compliance: The Contractor’s signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the Contractor has, unless, exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Sections 11102 and 11103.

20. 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. The 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. The 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 performance of this Contract, including the delivery of goods and/or provision of services. 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.

21. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- A. Terminate the Contract immediately, pursuant to Section K herein;
 - B. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - C. Discontinue payment to the Contactor 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.
22. **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.
23. **County's Project Manager:** The County Project Manager will 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 Contractor personnel from providing services to 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 3 calendar 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 and Contractor personnel. Said approval shall not be unreasonably withheld.
24. **Contractor's Project Manager:** Contractor Project Manager will 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.
25. **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.
26. **Publication:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
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, 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. News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County DPA. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County.
- 29. Notices:** Any and all notices, request 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

Name: Habitat Restoration Sciences, Inc.
 Address: 1217 Distribution Way
 Vista, CA 92081
 Attn: Kyle Matthews
 Phone: TBD
 Email: kmatthews@hrs.dudek.com

County



Name: County of Orange,
 OC Waste & Recycling
 Address: 601 N. Ross St. 5th Floor
 Santa Ana, CA 92701
 Attn: Kevin Oxford
 Phone: 949-728-3042
 Email: Kevin.oxford@ocwr.ocgov.com
 CC: Procurement
 Nikki Aragon
 Email: Nikki.aragon@ocwr.ocgov.com
 Phone: 714-834-3712

- 30. Subcontracting:** 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.

The Parties hereto have executed this Contract on the dates shown opposite their signatures as shown below.

HABITAT RESTORATION SCIENCES, INC.:*

| | |
|-----------------------------------------------------------------------------------|----------------|
| Kevin DiSabatino | President |
| _____ Print Name | _____ Title |
|  | May 14, 2021 |
| _____ Signature | _____ Date |
| Cynthia Thompson | Secretary |
| _____ Print Name | _____ Title |
|  | May 14, 2021 |
| _____ Signature | _____ Date |

* 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.

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

| | |
|---------------------|----------------|
| _____ Print Name | _____ Title |
| _____ Signature | _____ Date |

APPROVED AS TO FORM

County Counsel

Paul Albarian

By Paul Albarian, Senior Deputy

05/14/2021 | 4:13 PM PDT

Date

Attachment 1 Health & Safety Plan Requirements

As of 1991, the Department of Occupational Safety and Health (DOSH) - commonly referred to as Cal/OSHA - requires a written and effective ***Injury and Illness Prevention Program*** (IIPP). This is mandated in T8 CCR §3203, *General Industry* Safety Orders, and T8 CCR §1509, *Construction* Safety Orders. The IIPP is the primary component of a comprehensive Health & Safety Plan (HSP), and one that is closely evaluated by DOSH Compliance Officers. The OCWR Safety Culture Manager will review the corporate HSP according to these IIPP requirements:

- **Responsibility** - 3203(a)(1): Identify the person(s) with authority and responsibility for implementing the Program. [NOTE: This is overall authority for the program – field and office]
- **Compliance** – 3203(a) (2): Include a system for ensuring that employees comply with safety and healthy work practices. This includes employee recognition, i.e. safety incentives, disciplinary actions, remedial training or other means to ensure compliance.
- **Communication** – 3203(a)(3): Implement a system to communicate safety and health matters to all affected employees, including provisions whereby the employee can inform the employer of worksite hazards without fear of reprisal. This includes safety or “tailgate” meetings, written communications and/or postings, anonymous hazard reporting by employees, labor/management safety and health committees, or other means to ensure communication with employees.
- **Inspections** – 3203(a) (4): Include procedures for identifying and evaluating work place hazards, i.e. unsafe conditions and/or work practices. Also to be included in the inspection process is the addition of a new or previously unrecognized occupational safety and health hazard (substance, process, procedure or equipment).
- **Accident Investigations** – 3203(a) (5): The Program must include a procedure(s) to investigate injury or occupational illness.
- **Hazard Correction** – 3203(a) (6): Include methods and/or procedures for correcting unsafe and unhealthy work conditions, or practices, in a timely manner.
- **Safety Training & Instruction** – 3203(a)(7): Provide safety training and relevant instruction to employees:
 - New hires, re-classified employees and supervisors.
 - Upon discovery of new or previously unrecognized hazards, or introduction of new materials, policy or equipment.
- **Record Keeping & Documentation:** Records taken to implement and maintain the Program shall include:
 - Safety Inspections – 3203(b) (1): Inspection records, as required by subsection (a) (4), shall include person(s) conducting inspection, identified hazards and corrective actions taken. Retain records for at least one (1) year.
 - Training - 3203(b) (2): Employee training records, as required by subsection (a) (7), shall include employee name or other identifier, dates, type of training, and instructor(s). Retain records for at least one (1) year.

The IIPP is one of a handful of programs that may be required by DOSH. Depending on your operations, your work as a Contractor may require other written programs such as those defined below. It is your responsibility as a Contractor to maintain compliance with applicable standards beyond the basic IIPP requirements, and to submit for review any programs requested by the Safety Culture Manager should the need arise. The Safety Culture Manager can be contacted at (714) 834-4095 for additional guidance.

- Emergency Action Plan - T8 CCR 3220; Fire Prevention Plan - T8 CCR 3221; Hazard Communication Program - T8 CCR 5194; Confined Space Entry - T8 CCR 5156-5159; Respiratory Protection - T8 CCR 5144; Lockout/Tagout - T8 CCR 3314, 6003 & 2320; Chemical Hygiene - T8 CCR 5191 & Article 110; Bloodborne Pathogens - T8 CCR 5193; and Hearing Conservation - T8 CCR 5096 – 5100.

Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with Federal, State, and County safety and health regulations and minimum wage laws. Contractor shall implement all

County of Orange
OC Waste & Recycling

MA-299-21011531

Page 15 of 45
C020747

proper health and safety precautions to protect its employees, County staff, the public, and the work.

All vehicles used by the Contractor to support this Contract must meet California Motor Vehicle and Cal-OSHA regulations and all other applicable codes required for use on highways in the State of California.

All Contractor employees shall be required to wear uniforms, badges or other acceptable means of identification, to be furnished by the Contractor while the employees are working in any OC Waste & Recycling facilities.

SUBMITTING YOUR HEALTH & SAFETY PLAN

A Health & Safety Plan (H&SP) must be submitted within seven (7) calendar days of receipt of the Notice of Award to the Deputy Purchasing Agent (DPA). The H&SP will be approved by the County Safety Culture Manager PRIOR to any Contractor staff entering County owned or operated landfills and other facilities. The H&SP shall address the areas of work to be performed in this SOW.

- Include a cover letter outlining the purpose and overall contents of the H&SP, referencing the project number and description, and submit to the DPA, Nikki Aragon at nikki.aragon@ocwr.ocgov.com.
- The contents of each H&SP must meet all regulatory requirements for the specific work that will be conducted at the site. However, the following is a checklist of the minimal elements for an H&SP. Those plan elements which do not apply to the specific Contract, should be noted (such as "this operation does not involve any confined space work", as a note after Item h).

One or more of the following may be required to be included in a Contractor's H&SP:

- a. Site Background and SOW - Site specific with an emphasis on the type(s) of service performed, the hazards associated with such work and the programs in effect to protect the employee against those recognized hazards.
- b. Injury and Illness Prevention Program (C.C.R. Title 8, S 3203) - Required of all employers of ten or more employees.
- c. Code of Safe Practices (C.C.R. Title 8, S 1509) - All employers are required to have a Code of Safe Practices in writing and posted at the work place.
- d. Emergency Medical Services (C.C.R. Title 8, S 1512) - All employers are required to have this program in writing.
- e. Fire Protection Program (C.C.R. Title 8, S 1920) - All employers are required to have this program in writing.
- f. Hazard Communication Program (C.C.R. Title 8, S 5194) - All employers are required to have this program in writing, if there is potential for their employees to come into contact with any products that may be hazardous.
- g. Requirements for Excavations and Shoring (C.C.R. Title 8, S 1541.1) - All employers are required to have this program in writing, if excavating.
- h. Confined Space Procedures (C.C.R. Title 8, S 5156) - All employers are required to have this program in writing, if confined spaces will be entered.
- i. Hearing Conservation Program (C.C.R. Title 8, S 5097) - This program shall be written into the Health and Safety Plan, if employee noise exposures meet or exceed the levels outlined in C.C.R. Title 8, S 5097.
- j. Personal Protective Equipment (C.C.R. Title 8, S 3380 to S 3400) - Requirements must be included in the Health and Safety Plan, if personal protective equipment is required for the contracted work.
- k. Storage, Handling, and Dispensing of Flammable/Combustible Liquids (Uniform Fire Code Article 79) - Requirements must be included in the Health and Safety Plan, if flammable/combustible liquids will be stored, handled, or dispensed.
- l. Welding, Brazing, and Cutting (C.C.R. Title 8, S 1536 and S1537) - Requirements must be included in the Health and Safety Plan, if performing these actions.

- m. Compressed Gas Cylinders (C.C.R. Title 8, S 1740 to S1743) - Requirements must be included in the Health and Safety Plan, if storing or using compressed gas cylinders.

Attachment 2
Regulatory Compliance Requirements (County)

The Contractor shall not be entitled to any time extensions or compensation for any cost due to any action required as a result of the Contractor's failure to comply with those provisions within the Contractor's control as listed below. The Contractor shall be responsible for ensuring that the Contractor's Subcontractor(s) comply with the provisions of this Attachment. The Contractor shall be liable for any action or inaction resulting in a fine imposed by the regulatory agencies on those incidents of noncompliance that is within the Contractor's area of responsibility.

A. PERMITS

1. The Contractor shall be responsible for obtaining all trade-related permits required by the Project, permits required for the operation and storage of any equipment or hazardous regulated materials brought onsite, and permits required for dispensing and storing of petroleum-related products.
2. The Contractor shall maintain copies of all permits required for construction of this Project at the job site. Exceptions to this shall be the South Coast Air Quality Management District (SCAQMD) permit for dust control and the SCAQMD permit and Local Enforcement Agency (LEA) approval for refuse excavation, if required, which shall be obtained by the County. However, it is still the responsibility of the Contractor to comply with the conditions in the SCAQMD permits and all other permits, which shall become a part of this Contract. The Contractor shall submit to the County a California Occupational Safety Health Agency (Cal-OSHA) Excavation Permit, if necessary. The Contractor shall obtain a copy of the landfill's National Pollutant Discharge Elimination System (NPDES), Storm Water Pollution Protection Plan (SWPPP) and Monitoring Program (MP) and comply with the conditions therein that are applicable to the Contractor.

B. REGULATORY COMPLIANCE AUTHORITIES

All work shall be performed in accordance with the most current regulatory criteria and standards, which include, but are not limited to:

- Waste Discharge Requirements issued by the respective California Regional Water Quality Control Boards;
- Resource Conservation and Recovery Act, Subtitle D;
- California Code of Regulations Titles 8 (Cal-OSHA), 14, 23, and 27;
- South Coast Air Quality Management District Rules 403, 431.1, Title V, NSPS and 1150.1;
- National Pollutant Discharge Elimination System (NPDES);
- County of Orange, OC Public Works Department;
- County of Orange, OC Public Works Department Grading Manual and Excavation Code;
- Uniform Fire Code;
- Others may include: APWA Standard Specifications, current County of Orange Hydrology Manual and California Environmental Quality Act, as well as instructions set forth by the Director of OCWR or designee; and
- Any other agency permits pertinent to the Project.

C. ORDINANCES

Construction shall conform to all federal, State, County, and local codes, ordinances, regulations, and standards having jurisdiction thereof. In the case of conflict between any such applicable documents mentioned above and the specifications and drawings, the highest requirement shall govern. No additional charges shall be allowed for any changes to make work conform to regulations of above-mentioned documents or governing agencies but shall be considered as completely included in the Contract price.

D. CULTURAL/SCIENTIFIC RESOURCES

1. The County may employ the services of a paleontological/archaeological firm to monitor the excavation at the project site. The Contractor shall cooperate with the personnel of the firm. In the event the paleontologist or archaeologist asks the Contractor to stop work in a particular section of the excavation, the Contractor shall abide by the request immediately.
2. If the Contractor's operations uncover, or Contractor's employees find any burial grounds or remains, ceremonial objects, petroglyphs, and archaeological or paleontological, or other artifacts of like nature within the construction area, the Contractor shall immediately notify the County's onsite representative of the Contractor's findings and shall modify the construction operations, so as not to disturb the findings pending receipt of notification as to determination of the final disposition of such findings from the County.
3. Should the findings, or notification as to disposition of findings, result in delays or extra work, additional time and/or extra work, payment will be allowed as provided for within this Contract.
4. Any findings of a cultural/scientific resource nature shall remain the property of the County and not become the property of the person or persons making the discovery.

E. DISPOSAL OF SOLID WASTE

The Contractor shall be responsible for proper disposal of all refuse. Unless the waste meets Class III solid waste criteria, and any other requirements in the landfill's solid waste facilities permit, the Contractor shall not dispose of said waste at the landfill. If the Contractor elects to dispose of Class III refuse in any OCWR operated landfill, the Contractor shall be responsible for processing refuse through the scales and shall pay the current gate fees, unless it is specified otherwise in the contract.

Solid waste resulting from maintenance and service may be disposed of within the active landfill at no charge if acceptable within the guidelines of a Class III landfill and approved in writing by the County. The Contractor shall contact the Site Project Manager or prior to disposal for the designated disposal area.

Any other solid waste or liquid waste resulting from service and maintenance that is unacceptable for disposal in a Class III landfill (including tires) shall be the sole responsibility of the Contractor and shall be included as part of the Fixed Rate Contract. The Contractor shall arrange for a State approved waste-handling firm to dispose of any material classified as hazardous or unacceptable waste. This firm shall be bonded and found acceptable to County of Orange CEO/Risk Management. The Contractor shall submit proof of this firm being retained by the Contractor within ten (10) calendar days of the effective date of the Contract. Any unacceptable refuse left beyond thirty (30) days may be disposed of by the County and any related costs shall be deducted directly from the monthly invoicing, performance bond, or other method at the option of OCWR, as stated within Section M of this Attachment, Maintenance Facility and Work Area.

F. DISPOSAL OF LIQUID WASTE

The County does not permit disposal of liquid waste of any kind in County Landfills. This includes any waste materials, sludge, soils, etc. with moisture content over 50%.

G. STORM PROTECTION

1. The Contractor shall take every practicable precaution to minimize danger to persons and to the work during rainy or windy conditions. The County shall protect all County facilities within their work project. Also, the Contractor shall protect all facilities from damage due to the Contractor's negligence.

2. As part of its storm protection, the Contractor shall provide a storm water management plan (erosion control plan), to be reviewed and approved by the County. (Reference Section H of this Attachment, NPDES Storm Water Discharges.)

H. NPDES STORM WATER DISCHARGES

Work under this Contract shall be subject to the requirements of the NPDES storm water regulations.

The Contractor shall comply with the NPDES Regulations and the Storm Water Pollution Protection Plan for the landfill at which the work is to be conducted. Construction-related activities, including but not limited to the elements of the SWPPP, shall be performed to eliminate non-storm discharges to the storm water control system. The Contractor shall submit a Storm Water Management Plan in compliance with NPDES Regulations and site specific SWPPP. OCWR will notify the Contractor of any non-compliance with the foregoing stipulations, and appropriate actions shall be taken promptly. The Contractor shall also notify OCWR of any condition that could lead to noncompliance with the permit requirements. The Contractor shall be responsible for storm water monitoring at the landfill to comply with his proposed storm water plan, if necessary.

The Contractor shall not be entitled to any time extensions or compensation for any cost due to any action required as a result of the Contractor's failure to comply with those provisions of the SWPPP within the Contractor's control. The Contractor shall be responsible for ensuring that the Contractor's subcontractor(s) comply with the provisions of this Section. The Contractor shall be liable for any action or fine imposed by the regulatory agencies on those incidents of noncompliance that are within the Contractor's area of responsibility or control.

The Contractor is not required to obtain an NPDES Construction Storm Water Industrial Activity Permit; however, the Contractor must abide by the site's NPDES requirements.

The appropriate SWPPP will be available for Contractor's review in the offices of the Site PM.

I. DISCOVERED HAZARDOUS WASTE

1. The Contractor shall promptly, and before the following conditions are disturbed, notify the County in writing of any:
 - a. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - b. Subsurface or latent physical conditions at the site differing from those indicated; or
 - c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.
2. The County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve a hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the County shall issue a modification under the procedures described in the Contract. If hazardous waste is found, the County will contact its key waste Contractor to properly remove and dispose of the waste. The Contractor shall not disturb the waste. The Contractor shall immediately notify the County if the waste is found leaking, not containerized, or vapors or odors are detected.

3. In the event that a dispute arises between the County and the Contractor where the conditions materially differ, or involve hazardous waste, or a decrease or increase in the Contractor's cost of, or the time required for performance of any part of the work, the Contractor shall not be excused any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor retains any and all rights provided either by the Contract or by law pertaining to the resolution of disputes and protests between the contracting parties.

J. CONTRACTOR GENERATED HAZARDOUS WASTE

The Contractor is responsible for the proper and lawful handling, storage, transportation, and disposal of any hazardous wastes, liquid wastes, or nuisance wastes (i.e. finely divided, powdery/dusty materials, strong odor, etc.) it generates on County property or elsewhere when performing work on the County's behalf.

The Contractor must have an OCWR Safety Officer-reviewed and County-approved Emergency/Contingency Plan for handling spills of hazardous, liquid, or nuisance materials it is using while working on County property or elsewhere when performing work on the County's behalf. This shall include proper handling, removal, and disposal of these materials per all applicable legal and regulatory requirements. The Plan shall also include emergency notification to County staff and emergency personnel.

The spill-damaged area(s) must be restored/repaired to original condition by the Contractor in a correct and timely manner and to the satisfaction of the County.

The Contractor shall provide copies of all manifests, bills of lading, or other evidence of transfer or disposal to the County upon request to verify proper disposal to a licensed, permitted facility has occurred.

The County has the authority to perform inspections of the Contractor's work area at any time to insure all applicable regulations are being adhered to.

The Contractor is responsible for training its employees, as required by OSHA CCR Title 8, in the proper handling, storage, transportation, and disposal of hazardous materials. These employees must also be trained in the Emergency/Contingency Plan and know immediate response procedures should a release occur.

The Contractor shall keep appropriate emergency response equipment and materials available in the working area.

K. FUGITIVE DUST EMISSION CONTROL

The Contractor shall comply with the requirements of the OCWR Fugitive Dust Emission Control Plan in conformance with the SCAQMD Rule 403. The Contractor shall also notify OCWR of any condition that could lead to noncompliance with the permit requirements.

The Contractor shall submit a Dust Control Plan to be received and approved by the County.

If the Contractor fails or refuses to correct the noncompliance immediately, OCWR may terminate the Contractor's right to proceed with the work, by written notice to the Contractor. In such event, OCWR may take over the work and prosecute the same to completion, by Contract or otherwise at the Contractor's expense, and may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, the Contractor and the Contractor's Sureties shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time. The Contractor shall not be entitled to any time extensions or compensation for any cost due to any such action as a result of the Contractor's failure to comply with those provisions of the OCWR Fugitive Dust Emission Control Plan within the Contractor's control. The Contractor shall be responsible

for ensuring that all subcontractor(s) comply with the provisions of this section. The Contractor shall be liable for any action or fine imposed by the SCAQMD on those incidents of noncompliance that are within the Contractor's area of responsibility.

OCWR's Fugitive Dust Emission Control Plan (SCAQMD Rule 403-Fugitive Dust-April 1993) is available for Contractor's review in the offices of the Site PM.

L. BIOLOGICAL AND HABITAT PROTECTION

OCWR will inform the Contractor of any biological resources that would or could be impacted by the project, and specify any required mitigation measures or procedures to protect those resources during construction. The Contractor shall be responsible for complying with these protection measures, and for ensuring that all subcontractors also comply. The County has the authority to perform inspections of the Contractor's work area at any time to ensure that these measures or procedures are being followed.

M. MAINTENANCE FACILITY AND WORK AREA

Contractor shall keep the facility clean and orderly. If this facility becomes unavailable to the County's Habitat Maintenance Contractor for any reason, the County's Habitat Maintenance Contractor shall be provided an alternate location acceptable to the Site PM. No such guarantee of an alternate location is made to any other Contractor or hauler by the County. All costs related to relocating the facility is the sole responsibility of the County's Habitat Maintenance Contractor and shall be included as part of the fixed rate Contract.

Any damage or repairs caused by the Contractor or his vendors/suppliers to the designated maintenance area or other landfill facilities/projects shall be paid for or repaired by the Contractor to the satisfaction of OCWR. All construction and/or replacement shall be done with materials and equipment of the same kind constructed or product installed. If the Contractor does not repair the damaged facility/area within thirty (30) calendar days, the Contractor shall pay for all construction/installation and related costs performed by the County by direct deduction plus a five percent (5%) administration fee from the monthly invoice or by invoiced separate payment. Any facility considered crucial to the operation of the landfill must be repaired immediately and costs shall be paid by direct deduction plus a five percent (5%) administrative fee as above indicated in the same manner.

The Contractor shall be responsible for maintaining clean equipment and a clean and orderly working area. The Contractor shall be responsible for the storage and protection of any and all products in accordance with manufacturer instructions; product seals and labels shall be intact and legible, and sensitive products shall be stored in weather tight, climate-controlled enclosures. The Contractor shall arrange storage of products to permit access for inspection by OCWR or enforcement agency personnel.

N. Red Imported Fire Ant Interior Quarantine of Orange County

The Contractor shall be responsible for strict compliance with the quarantine of the County of Orange for the red imported fire ant as defined in the California Food and Agricultural Code in Division 4, Chapter 3, Subchapter 4, Article 4, Section §3432 incorporated herein by reference with regards to the quarantine area, the commodities covered, and the restriction on movement, possession and sale of commodities covered. Violation of any provision of this Article of this Contract and/or the State mandate by the Contractor shall require the Contractor to bear the full financial responsibility of any assessed fine or penalty on the County, indemnify the County by the completion and submission for County approval of an acceptable, detailed, incident report within five working days of the date of the violation or not later than five working days from the date of the notification of the violation, whichever is the later.

CONTRACT ATTACHMENT A

SCOPE OF WORK

GENERAL

OCWR is required by local, state, and federal resource agencies to create and restore California native plant habitat. The scope of work (“**SOW**” or “**Project**”) shall consist of California Native Habitat Management and Maintenance Services for OCWR, South Region. Additional detail is provided in the section “Contractor Task Requirements.”

BACKGROUND

OCWR operates the County’s waste disposal system which is comprised of 3 active landfills, approximately 20 former waste disposal stations, and 4 household hazardous waste collection centers. The landfill system is divided into three geographical regions: North Region, Central Region, and South Region. The South Region is the area that encompasses the Prima Deshecha Landfill (PDL), which is active, and the Coyote Canyon, Forster Canyon, and San Joaquin Landfills, which are closed. This Project addresses the native plant habitat management and maintenance as well as landscaping maintenance at PDL and Coyote Canyon Landfill. There are also three smaller closed sites in the region – San Joaquin Landfill and Lane Road Landfill in Irvine, and Forster Canyon Landfill in San Juan Capistrano – that may require incidental habitat maintenance services under this Contract. Most of the effort is focused on a mitigation area of approximately 250 acres consisting of several habitat types at PDL. Most mitigation was installed in 2008, but approximately 100 of those acres were planted with native vegetation in the fall of 2015 through spring 2016, including approximately 19 acres of native grassland, 75 acres of coastal sage scrub, and 240 live oak trees. All on-site habitat areas require weed and invasive eradication and maintenance efforts to achieve successful establishment that meets, and continues to meet, performance standards.

CONCEPT

The Contractor shall provide services for existing and future native habitat sites within the South Region. The Contractor shall meet monthly with the OCWR Staff to report the progress of the habitat management sites and to recommend activities in addition to those regularly scheduled that are determined necessary or beneficial to the success of the management sites. The Contractor shall implement an “adaptive management” approach to guarantee the success of these management sites. Adaptive management is defined as the ongoing evaluation of habitat management techniques in light of monitoring results and other new information. These periodic evaluations are used over time to adapt both the management objectives and techniques to better achieve overall resource management goals.

DEFINITIONS

Native Habitat Management and Maintenance Contractor (Contractor): The Contractor shall be responsible for facilitating the successful establishment and management of native habitat within all habitat sites. The Contractor shall be responsible for performing all pertinent site maintenance procedures including weed control, pest control, irrigation system management, supplemental irrigation, and plant replacement, establishment and protection, as described herein. The Contractor shall also be responsible for coordinating with the Site Biological Resources Monitor as the primary contact, and with OCWR Landfill Staff, including the Site Project Manager, as needed regarding ongoing site maintenance status. The Contractor shall be responsible for communicating all maintenance issues and problems in an expeditious manner to facilitate the timely implementation of appropriate remedial measures.

The Contractor shall have adequate knowledge of habitat restoration projects, including installation and maintenance of riparian, grassland, and CSS plant communities. The Contractor shall have an English-speaking foreman assigned to the Project, and that foreman shall be on-site during the performance of all tasks, shall direct and supervise all work performed as specified herein, and shall be responsible for compliance with specifications listed herein and in resource agency permits. In addition, all workers present shall be familiar with the Least Bell’s Vireo and Coastal California Gnatcatcher. The name, phone number,

and contact information of the foreman assigned to the maintenance activities described herein shall be provided to the Site Biological Resources Monitor and Site Project Manager prior to the initiation of maintenance activities. The foreman shall have in possession at all times the name and contact information for OCWR Landfill Staff. The County will not be responsible for Contractor's drinking water, telephone, fax, or toilet needs while Contractor's workers are on the site premises. The Contractor shall provide portable toilet facilities for its staff.

OCWR Site Project Manager: The landfill's Site Project Manager is responsible for oversight, administration, and management of the Contract.

OCWR Biological Resources Monitor: The landfill's Site Biological Resources Monitor (BRM) oversees coordinating site monitoring and maintenance activities within all native habitat sites and is responsible for facilitating compliance with Project performance standards. The BRM will serve as the technical contact regarding mitigation site issues and implementation of remedial measures. The BRM will attend all maintenance meetings.

OCWR Landfill Staff: Operational and engineering staff (Landfill Staff) provides support for daily landfill operation activities. The Landfill Staff does not normally develop, implement, or maintain landfill re-vegetation efforts. However, occasionally and at the request of the Site Project Manager, OCWR may supplement the Contractor's work with that of the Landfill Staff.

Resource Agencies: Resource agencies for environmental permits and program approvals associated with native habitat management and maintenance include the U.S. Army Corps of Engineers (ACOE), U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and Regional Water Quality Control Board (RWQCB). The mitigation site maintenance and management specifications included in this document are based on requirements listed in the ACOE, USFWS, CDFW, and RWQCB permits and authorizations. The Contractor shall be responsible for complying with the specific water quality protection measures listed herein, but not limited to the ACOE, CDFW (1602), and RWQCB permits and authorizations.

Consulting Biologist: The County-retained Consulting Biologist (CB) will provide recommendations and monitoring services to the Contractor via the Site Project Manager or Biological Resources Monitor. Site Project Manager or BRM may advise the Contractor of needed changes in plans, procedures, locations, or materials.

Native Plant Species: Native species are defined as indigenous to southern California and, specifically, typical of the riparian (RIP), wetland (WL), native grassland (NG), and coastal sage scrub (CSS) plant communities located within southern Orange County.

Native Plant Species Supplier: OCWR currently has a separate contract with a nursery supplier for the provision of container plants. Replacement plants specified by OCWR will be obtained under the terms of the container plant contract. Any plants obtained through the Contractor instead must appear healthy and robust, must not be root bound, and must be locally sourced from seed in or near the Rancho Mission Viejo area. All plants will be inspected by the BRM for these qualities prior to acceptance for planting on OCWR sites.

Exotic and Weed Species: Exotic species are those native to other areas of the United States (outside of southern California) and other parts of the world. Exotic species in the habitat areas include, but are not limited to, species shown in Table A-1. Invasive exotic species also include all species listed on the California Invasive Pest Plant Council (Cal-IPC) Invasive Plant Inventory (<http://www.cal-ipc.org/ip/inventory/index.php>). The BRM may identify additional exotic species for removal throughout the maintenance period, including species that are not specifically indigenous to coastal southern Orange County.

Table A-1
Invasive non-native species observed in Prima Deshecha Landfill Restoration Sites

| Scientific Name | Common Name |
|------------------------------------|-------------------------|
| <i>Apium graveolens</i> | celery |
| <i>Arundo donax</i> * | giant reed |
| <i>Avena sp.</i> | wild oat |
| <i>Brassica nigra</i> * | Black mustard |
| <i>Centaurea melitensis</i> | tocalote |
| <i>Chenopodium ambrosioides</i> | Mexican tea |
| <i>Cynara cardunculus</i> * | artichoke thistle |
| <i>Cynodon dactylon</i> | Bermuda grass |
| <i>Foeniculum vulgare</i> | fennel |
| <i>Hirschfeldia incana</i> * | Summer mustard |
| <i>Lactuca serriola</i> | Prickly lettuce |
| <i>Malva parviflora</i> | Cheese weed |
| <i>Melilotus alba</i> | white sweetclover |
| <i>Mesembryanthemum nodiflorum</i> | Slender-leaved iceplant |
| <i>Nicotiana glauca</i> | tree tobacco |
| <i>Helminthotheca echioides</i> | bristly ox-tongue |
| <i>Piptatherum miliaceum</i> | smilo grass |
| <i>Plantago major</i> | common plantain |
| <i>Polypogon monspeliensis</i> | annual beard grass |
| <i>Salsola tragus</i> | Russian thistle |
| <i>Sonchus asper ssp. asper</i> | prickly sow thistle |
| <i>Tamarix ramosissima</i> * | saltcedar |
| <i>Vulpia myuros</i> | fescue |
| *Highly invasive species | |

CONTRACTOR TASK REQUIREMENTS

The Contractor shall be responsible for facilitating the establishment and management of native habitat within all mitigation sites. The Contractor shall perform all maintenance procedures including, but not limited to, weed control, management of irrigation systems, and plant replacement and protection, site protection, and erosion control as described herein. The Contractor shall also be responsible for coordinating with the Site Project Manager regarding maintenance status. The Contractor shall communicate all maintenance issues in an expeditious manner to the Site Project Manager.

OCWR has developed preliminary goals, objectives, and performance standards for each targeted service area. These standards are the basis for evaluation of these areas, and the successful contractor will discuss how the standards will be met during this Project. The performance standards are designed to provide clear expectations and measurable benchmarks for reporting compliance to the resource agencies and to demonstrate OCWR's commitment to native habitat management and maintenance.

TASKS WITHIN THE SCOPE OF THIS PROJECT

TASK 1: PROVIDE PRE-MITIGATION SITE MAINTENANCE AT PRIMA DESHECHA LANDFILL

The Contractor shall be responsible for the maintenance of the pre-mitigation site for the term of the Contract.

The pre-mitigation site includes approximately 165.4 acres of CSS, 20 acres of native grassland, 5.2 acres

of viewshed oak tree planting, roughly 0.1 acres of *Brodiaea filifolia* caged preserve, and approximately 10 acres of buffer area.

The Pre-Mitigation Site is divided among six areas, locations of which are indicated on the map in Figure A-1. Goals for the areas are indicated below:

Areas 1-3

The goal is to maintain these well-established areas of generally self-sustaining and functional habitat through routine manual and chemical weed removal. Weeds listed above in Table A-1 need to be maintained below 5 percent cover in the winter. Highly invasive weed species listed as such in Table A-1 should be eradicated, even if they are not located directly on a mitigation site in some cases, because these species can have severe ecological impacts on native habitat when they spread. Native grassland and coastal sage scrub areas should be maintained at 80% native cover. Riparian drainage habitat within Areas 1-3 will be maintained in place and kept clear of weeds, particularly to prevent spread to surrounding coastal sage scrub areas. Area 3 suffered a loss of native coverage in around 2013-2014 due to sustained drought conditions and may require some additional remedial efforts including container planting and seeding at appropriate timing to meet the required performance standards.

** During the approximate term of this Contract, Areas 1-3 will be progressing through years 10-12.

Some areas of mitigation (Areas 1 – 3) are located directly adjacent to public recreational trails. A 5-foot buffer around these trails shall be maintained using manual methods only, and no herbicides or chemicals.

Areas 4-6

Pre-mitigation Areas 4-6 are located in the region of the landfill property known as Segunda Deshecha Canada, which includes approximately 84.6 acres of CSS, 20 acres of native grassland, and 5.2 acres of viewshed oak tree planting area containing 240 coast live oak trees. An irrigation system and plants were installed in Segunda Deshecha between Fall 2015 and Spring 2016. The Segunda area will be in years 5-7 during the term of this Contract. CSS areas have become generally well-established and irrigation has been shut off since late 2019. The goal in these CSS areas will be to maintain these well-established areas of generally self-sustaining and functional habitat through routine manual and chemical weed removal. The 20 acres of native grassland have struggled somewhat to establish. Irrigation remains functional in these areas to continue to facilitate establishment. The goal in this area will be to continue to encourage successful establishment of native grasslands through manual and chemical weed removal, additional planting and seeding as required, and irrigation system maintenance.

The performance standards for native grassland and coastal sage scrub are provided on the following page in Table A-2. Contractor shall maintain the performance standards listed in Table A-2 for all pre-mitigation areas 1-6. Weeds listed in Table A-1 need to be maintained below 5 percent cover in winter. Note that highly invasive weed species listed in Table A-1 should be eradicated, in some cases even if they are not located directly on a mitigation site, because these species can have severe ecological impacts on native habitat when they spread.

Table A-2
Performance Goals for Installed Pre-Mitigation Habitats**

| Year | Native Plant Percent Cover ¹ | | Non-native Plant Percent Cover ² | |
|-------|-----------------------------------------|----------------------------------------|---------------------------------------------|----------------------------------------|
| | Native Grassland (20 acres) | Coastal Sage Scrub (165.4 acres) | Native Grassland (20 acres) | Coastal Sage Scrub (165.4 acres) |
| One | 5% | 20% | 70% | 10% |
| Two | 15% | 30% | 70% | 10% |
| Three | 30% | 50% | 60% | 10% |
| Four | 50% | 70% | 50% | 10% |
| Five | 80% | 80% | 50% | 10% |

1. Native percent cover refers to the percent cover of native species (aggregate of all layers) within the designated area.
2. Non-native percent cover refers to the maximum percent cover of non-native species present during any given year.

TASK 2: PROVIDE PHASE B MITIGATION SITE MAINTENANCE AT PRIMA DESHECHA LANDEFILL

The Phase B landslide mitigation area is composed of four habitat restoration sites. Sites A and B include 13.04 acres of riparian habitat and wetland, and Site C includes 14.53 acres of coastal sage scrub habitat, all of which have met final performance standards, have entered the perpetual monitoring and maintenance phase as of 2013, and are expected to be signed off as soon as a conservation easement is granted for the site. Site D was a supplemental installation area for the Phase B mitigation project that consists of 18.82 acres of coastal sage scrub which shall also be maintained to the same performance standards outlined below. The Contractor shall maintain the sites according to the Perpetual Maintenance and Monitoring Plan, primarily through intermittent weeding and trash removal. Final fifth year goals for the sites are indicated below. The Contractor shall maintain these performance standard goals.

Sites A and B

These areas will be maintained such that coverage by native species does not decline more than 15% below baseline conditions, and such that coverage by invasive non-native species does not increase by more than 10% above the baseline condition. Baseline conditions are outlined in Table A-3 below. Invasive weeds are those that are presented on the California Invasive Plant Council (Cal-IPC) California Invasive Plant Inventory Database for the Southwest region and have a High or Moderate rating or an Invasiveness grade of A or B and newly introduced invasive weed species that may not be included in the database. The database can be viewed at <http://www.cal-ipc.org/ip/inventory/weedlist.php?region=SW>.

Not all the species listed are invasive to CSS or riparian habitats. Many of the species listed are invasive to grassland habitats. The species that are invasive to grassland habitats are not a threat to the long-term viability of the CSS and riparian habitats within the Phase B mitigation area and will not be subject to removal on a continuous basis. In general, maintenance in Sites A and B will be performed outside of the Least Bell's Vireo nesting season (February 15 – August 31).

Site C and D

CSS in Site C is in the perpetual monitoring and maintenance phase of the project and will be in its seventeenth year of maintenance in 2021. In addition, Site D, another area of 18.82 acres of coastal sage scrub mitigation habitat within Phase B, is to be maintained by the Contractor. This area has reached a state of general establishment and should be maintained in accordance with the same standards for Site C.

As with the performance standards outlined for Sites A and B, Sites C and D will be maintained such that coverage by native species does not decline more than 15% below baseline conditions, and such that coverage by invasive non-native species does not increase by more than 10% above the baseline condition. Baseline conditions are outlined in Table A-3 below. Invasive weeds are those that are presented on the California Invasive Plant Council (Cal-IPC) California Invasive Plant Inventory Database for the Southwest region and have a High or Moderate rating or an Invasiveness grade of A or B, and newly introduced invasive weed species that may not be included in the database. The database can be viewed at <http://www.cal-ipc.org/ip/inventory/weedlist.php?region=SW>. Not all species listed are invasive to CSS or riparian habitats. Many of the species listed are invasive to grassland habitats. The species that are invasive to grassland habitats are not a threat to the long-term viability of the CSS and riparian habitats within the Phase B mitigation area and will not be subject to removal on a continuous basis.

Table A-3. Baseline Average Species Coverage in Sites A, B, and C

| Coverage Type | Sites A and B Habitats | | | Site C Habitat |
|------------------------------|------------------------|---------------|---------------------------|----------------|
| | Southern Willow Scrub | Mulefat Scrub | Freshwater & Alkali Marsh | CSS |
| Native Understory | 13.93% | 24.52% | 92.20% | 82.85% |
| Native Midstory | 59.51% | 99.77% | 42.20% | |
| Native Overstory | 62.01% | 3.27% | 31.91% | |
| Total Absolute Native Cover | 135.45% | 127.56% | 166.31% | |
| Invasive Non-native Species* | Less than 1% | | | |

***Invasive non-native plant species are those that are presented on the California Invasive Plant Council (Cal-IPC) California Invasive Plant Inventory Database (<http://www.cal-ipc.org/paf/>) for the Southwest Region and have a High or Moderate rating or an Invasiveness Grade of A or B. A non-native plant species may also be considered invasive if the BRM, BC, or a resources agency determines that the species poses a long-term threat to the CSS or riparian habitats.**

TYPICAL MAINTENANCE ACTIVITIES

While unforeseen and/or environmental conditions may hinder successful establishment of vegetation per the prescribed schedule, the Contractor shall make a full faith effort to implement traditional habitat restoration and weed removal practices while also utilizing adaptive management techniques to bring sites closer into compliance with these standards. Any deliberate failure to meet prescribed standards which may be attributed to negligence or poor labor management might be identified by overgrowth of exotic plants in multiple locations, inappropriate use of weeding techniques or use that is in contrast to those recommended by the BRM, or an obvious lack of site awareness and inspection activities. Hence, the Contractor shall only be paid for hours billed that can be legitimized by physical improvements and reasonable progress towards the performance standards demonstrated by improved native cover and reduced exotics in the mitigation sites, as monitored throughout the term of this Contract by the BRM and the Site Project Manager, as well as in annual monitoring reports provided by the CB.

Weed control: Weeds shall be eradicated in the restoration sites for the duration of the Contract or until native plantings are fully established at 80% cover and non-native cover has met the required performance standard or been approved by the regulatory agencies. Target control species include those listed in Table A-1, or others that may be indicated by the BRM during the duration of the Contractor's work on-site. All weeds shall be removed mechanically, or with herbicides used in accordance with applicable regulations including OCWR's Integrated Pest Management (IPM) Policy, and only after consultation with the BRM. Weed control should ideally occur at any particular site before exotic plant material begins to produce seed in that area.

Pest control: Herbivore damage and insect infestation can seriously affect plant establishment in the early stages of plant growth. The Contractor shall be responsible for preventing plant damage caused by any pest infestation. Remedial actions include, but are not limited to, installation of individual wire cages.

Erosion control: The Contractor shall install erosion control devices where site preparation or other restoration activities cause soil disturbance and will routinely clean, maintain, and inspect such devices. Once sufficient vegetative cover has developed, the erosion control devices shall be removed, and Best Management Practices (BMPs) shall be implemented as required to prevent movement of sediment into wetlands or off the restoration site. The Contractor shall provide an erosion control plan prior to beginning work.

Remedial planting: The Contractor shall be responsible for remedial planting if deemed necessary by OCWR. This may include application of soil amendments specified by OCWR. Plant material and soil amendments may be provided by OCWR or by the Contractor from a qualified Native Plant Species Supplier. To ensure success, planting should be performed only between the months of November and February, or as otherwise authorized by the BRM.

Trash and Debris Removal: Trash or other debris may enter the site during rain or wind events. The Contractor is responsible for removing any accumulated trash and debris observed during maintenance activities. Dead or downed wood from native species will not be removed except as required for safety reasons or flood control purposes. All garbage, debris, or weed biomass will be removed from all areas of the planting site and disposed of appropriately. Debris removed in execution of this Contract may be disposed of at PDL at OCWR expense.

Vandalism: The Contractor shall note any instance of vandalism and report occurrences to the Site Project Manager within 24 hours of its observation. The Contractor shall be responsible for repair of damage to native habitat that is caused by vandalism. At the request of OCWR, the Contractor may also be responsible for implementation of additional site protection measures to prevent further vandalism, which could include but not be limited to, placement of additional signage or fencing materials.

TASK 3: PROVIDE THREAD-LEAVED BRODIAEA TRANSLOCATION RECEPTOR SITES MAINTENANCE AT PRIMA DESHECHA LANDFILL

Sensitive plant species mitigation maintenance: In 2013, approximately 450 Corms Of The State Endangered Thread-Leaved Brodiaea (*Brodiaea filifolia*) (TLBR) were translocated to caged preserves within a protected supplemental open space easement area at the Prima Deshecha Landfill. There are 4 caged “preserves” within 2 receptor sites, located in Area 1 of the pre-mitigation project. This Project reached its seventh and final year in 2019, in which the growth performance standards for the TLBR were met, with at least 1,240 individuals recorded to be flowering. However, non-native weed coverage has been persistent and has not reached the final performance standard goal as set by CDFW. Average percent cover by non-native weeds in 2019 was 36.5%, with the goal being less than 5%. Nonetheless, the brodiaea have proved to be successful, and as such, negotiations are ongoing with CDFW as to the final sign-off status of the program and additional long-term maintenance requirements. Anticipated requirements are outlined below.

The Contractor shall be responsible for performing as-needed manual weed removal in the two receptor areas and within the TLBR cages. Per the long-term management stipulations of the translocation plan:

“should percent cover by non-native grass species exceed 50 percent and/or percent cover by non-native perennial forbs species exceed 10 percent cover, when averaged among all four translocation cages, during a quarterly assessment, non-native species removal from the translocation cages will be required, as directed by the OCWR BRM. Non-native perennial broadleaf plant species with a rating of “moderate” or “high” per the California Invasive Plant Council (Cal-IPC) Inventory of invasive plant species for scrub habitats will be removed and maintained at zero percent cover. Such plants include, but are not limited to, artichoke thistle (Cynara cardunculus) and fennel (Foeniculum vulgare). For maintenance activities, the stage of growth of the brodiaea, the non-native species present, precipitation levels, etc. will be considered

when determining the most appropriate method of weed removal (e.g. hand clipping to ground level, flower or seed head removal, or application of herbicide) to employ. Hand pulling is highly discouraged due to the possibility of disturbing the soil matrix around the corms.”

Only as requested by OCWR and after approval by CDFW, Contractor may also be requested to utilize specified herbicide application for weed control. Prior to working in the translocation preserves, the Contractor’s crew shall participate in an OCWR-sponsored training program highlighting the life history, habitat, and vulnerability of the thread-leaved brodiaea, but it is also expected that the Contractor will provide adequate staff training on the endangered species of interest before beginning work on-site. Any work within the brodiaea cages is to be monitored by either the BRM or CB. In addition to weeding, the contractor will also be responsible for as-needed maintenance of the preserve cages and site protection, including but not limited to cage repairs and erosion control.

TASK 4: PROVIDE SITE BEAUTIFICATION AND VIEWSHED LANDSCAPING MAINTENANCE AT PRIMA DESHECHA LANDFILL

Contractor shall be responsible for ornamental and viewshed landscaping of native and non-native plants for approximately twelve acres near the administrative buildings and throughout PDL. Due to increased site visibility due to the construction of Avenida La Pata extension, OCWR has recently installed various new landscaping projects as part of a viewshed protection program. These landscaping areas contain various native and non-native plants, and each has its own irrigation system to maintain. The Contractor shall visit the landscaped areas a minimum of twice per month to perform general site inspections and maintenance including watering, weeding, pruning, trimming, irrigation system repairs or adjustments, litter control, and occasional replacement seeding/planting and fertilization. Viewshed areas are always to be maintained in a neat and tidy appearance. Planting material will be provided by OCWR. Any planting materials requested to be obtained by contractor will be in healthy condition, not root bound, and subject to OCWR inspection and approval prior to planting. All methods of weed removal and fertilization shall be discussed with and approved by the Biological Resources Monitor and consist of environmentally safe materials based on the geography of the area and proximity to drainages on-site. In addition, herbicide usage will not be permitted within publicly accessible areas without prior authorization from OCWR.

TASK 5: PROVIDE SITE MAINTENANCE AT COYOTE CANYON LANDFILL AND OTHER CLOSED AND OFF-SITE LOCATIONS

Coyote Canyon Landfill, located in Newport Beach at the intersection of Bonita Canyon Road and Newport Coast Drive, is a closed landfill in south region that is home to 122 acres of coastal sage scrub (CSS) habitat restoration area. Because this habitat was installed, monitored, and signed off as mitigation for the nearby CA-73 toll road, OCWR is not directly responsible for any regular native plant habitat maintenance in the area. However, on occasion, an operational project or invasion by weeds may cause some disturbance to the CSS or adjacent habitats, and the Contractor may be asked to perform minor remedial work, including but not limited to weeding, seeding, or planting.

OCWR recently installed a viewshed landscaping area around the on-site flare station at Coyote Canyon. This viewshed area is approximately 1.5 acres and consists of oak, sycamore, and white alder trees, native grass understory, and an irrigation system. The Contractor will be responsible for maintaining a healthy landscaped area around the flare station with a tidy appearance at all times. Contractor shall visit the landscaped area a minimum of twice per month to perform site inspection and general maintenance including watering, weeding, pruning, trimming, irrigation system maintenance or adjustments, litter control, and occasional replacement seeding/planting and fertilization.

In addition, Contractor may be requested from time to time to assist with closed site vegetation management activities, such as weed clearing around access roads, drainage systems, wells, and other landfill infrastructure.

Other closed sites that are not owned by OC Waste & Recycling but may require maintenance, including habitat restoration or vegetation management services similar to those described above, include San Joaquin

Landfill in Irvine and Forster Canyon Landfill in San Juan Capistrano.

TASK 6: MONTHLY MONITORING, REPORTING, AND MEETING

The Contractor shall monitor and submit to OCWR's BRM one report for each active service area (Pre-Mitigation Areas 1-6, Phase B Areas A-D, Thread-leaved brodiaea translocation receptor sites, Site Beautification, and, when applicable, closed sites on a monthly basis. Reports shall be submitted electronically in PDF format within 5 business days of the end of each month (see Attachment 2 for sample template). The reports may be combined for all sites and service areas as long as they are well-organized, and shall describe all maintenance activities conducted during the previous monthly period in each specific area, including before and after photographs, detailed description of all maintenance activities performed, native habitat and landscaping health status, number of assigned personnel and job classification, equipment and chemicals utilized, recommended maintenance and/or remedial actions (including herbicide application) if necessary, a 4-week look ahead schedule of planned activities, project costs, and daily reports. Additionally, the Contractor shall include in each report recommended activities and associated costs for the upcoming monthly monitoring period. A contractor coordination meeting will be held each month at PDL to discuss progress and approve recommended activities for the following monitoring period.

FUTURE NEEDS

It is anticipated that within the timeframe of this Contract, OCWR will create an on-site ephemeral drainage project supporting both native riparian and upland species. This project will include at a minimum, 25,215 linear feet and 1.93 acres of drainages, broken down into 1.63 ac/22,756 linear feet of non-riparian, and 0.30 ac/2,459 linear feet of riparian. Once established, the Contractor will be responsible for providing maintenance of the drainages for the term of the Contract. Contractor will be expected to maintain non-native species to not exceed 50 percent ground cover for 2 years after installation, and less than or equal to 80 percent coverage within the drainages thereafter. Contractor will maintain the site to achieve 20 percent or greater absolute cover of native species. Contractor will also be responsible for maintaining sufficient erosion control of the project area. If environmental conditions such as drought occur, supplemental irrigation in the form of a water truck and hosing may be required during the first two years of the project to ensure establishment. Additional native habitat maintenance areas or needs may be identified in the future.

NON-ROUTINE TASK

It is anticipated that within the timeframe of this Contract, OCWR will require landscape/habitat services not specifically covered in the above tasks. When these needs arise the Project Manager will issue a Request for Service (RFS). Upon receipt of a RFS from the Project Manager, the Contractor is to provide a detailed proposal of manpower, equipment, material, time and cost for issuance of non-routine task. Only upon acceptance by OCWR of the proposal and issuance of a Notice to Proceed (NTP) should the non-routine task be performed.

PROJECT DELIVERABLES

- Annual Maintenance Plan: Plan should detail general work sequence, anticipated durations, routine service frequency (herbicide application, Irrigation system test, etc.)
- Monthly Monitoring Reports, including future recommendations of maintenance activities.
- Monthly Look ahead schedule including deviations from annual plan non-routine task order work, monthly schedule should indicate labor trends and crew size.
- Upon receipt of Request for Service (RFS) from Project Manager provide a detailed proposal of manpower, equipment, material, time and cost for issuance of non-routine task. Only upon acceptance by OCWR of the proposal and issuance of a Notice to Proceed (NTP) should non-routine task be performed.

CONTRACTOR EXPERIENCE

The Contractor shall have a minimum of five (5) years of experience with maintaining native habitat mitigation site(s) and shall have successfully completed installation/maintenance at a minimum of two native

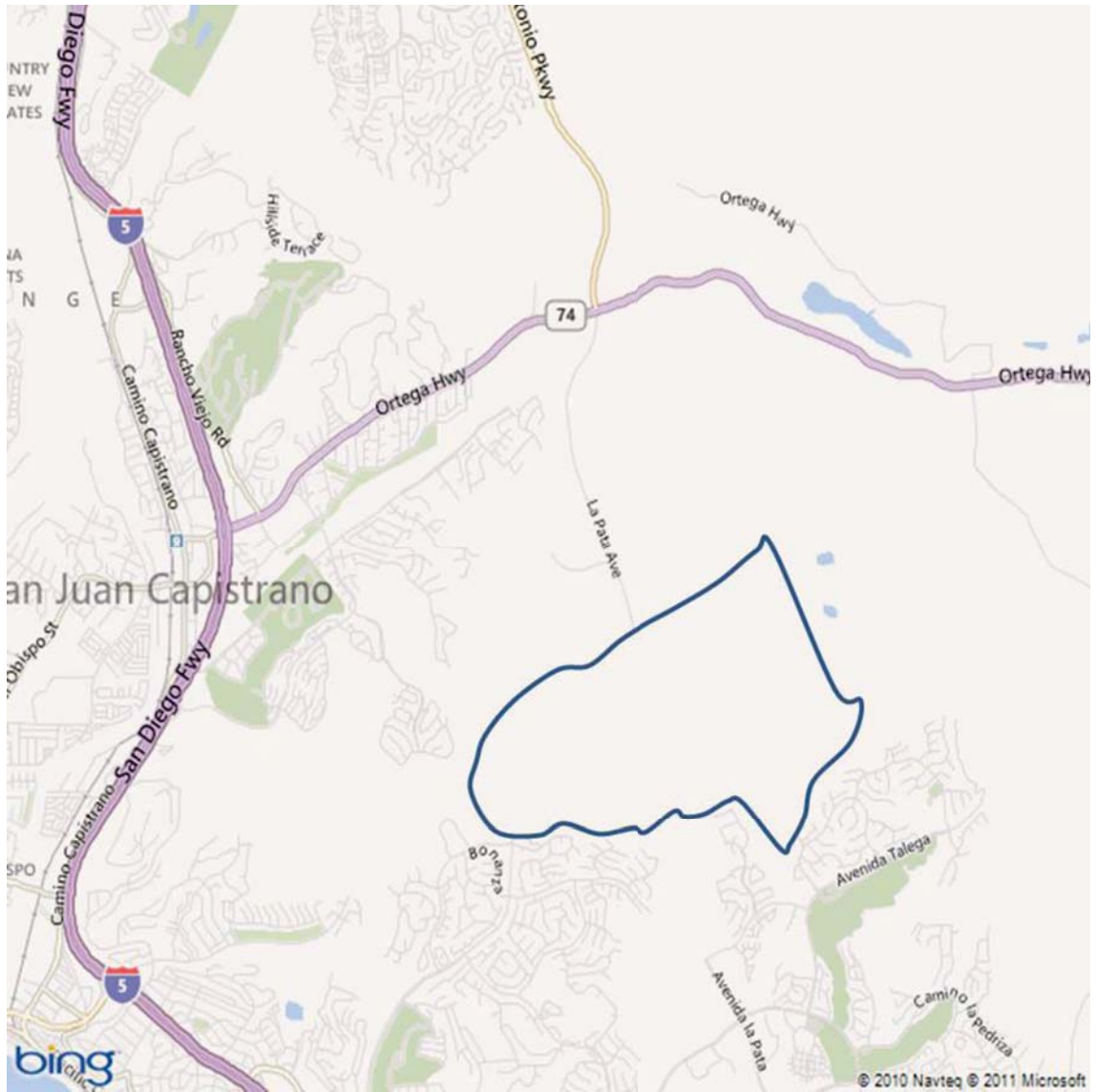
riparian habitat creation/restoration sites that are at least two (2) acres in size and two (2) native coastal sage scrub habitat creation/restoration sites that are at least ten (10) acres in size. In addition, Contractor shall have familiarity with working on project sites with the Least Bell's Vireo and Coastal California Gnatcatcher.

These projects shall include expertise and experience with:

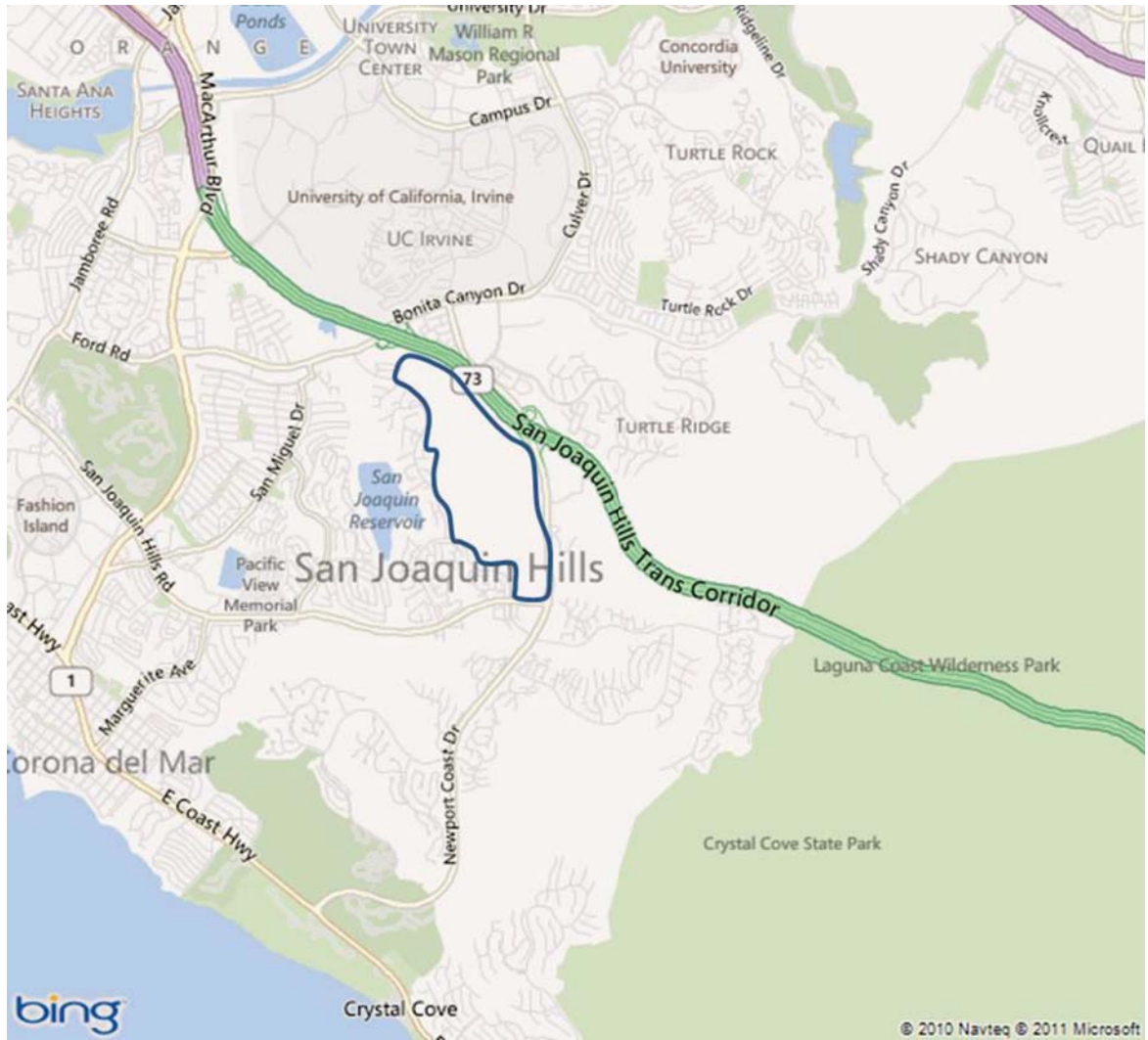
- non-native species control and management within natural habitat areas;
- management of mitigation site irrigation systems and application regimes;
- native plant and seed mix establishment;
- protection of natural resources; and
- implementation of erosion control measures.

The Contractor shall hold, at a minimum, a Qualified Applicator License. The workers who plant and maintain the vegetation shall possess specialized skills. They shall be capable of distinguishing numerous native species of plants and weeds. Workers shall be capable of following specified weed eradication procedures such as string trimming. In order to use herbicides, workers shall have a Pest Control Business License, and at least one individual on-site at any time – such as a foreman or a supervisor – shall hold a Qualified Applicator License. They shall be capable of following a complex watering and compaction process following planting to avoid future settlement, and they shall be capable of planting to exact tolerances with respect to the level of the plant crown above grade to ensure survival of new plantings.

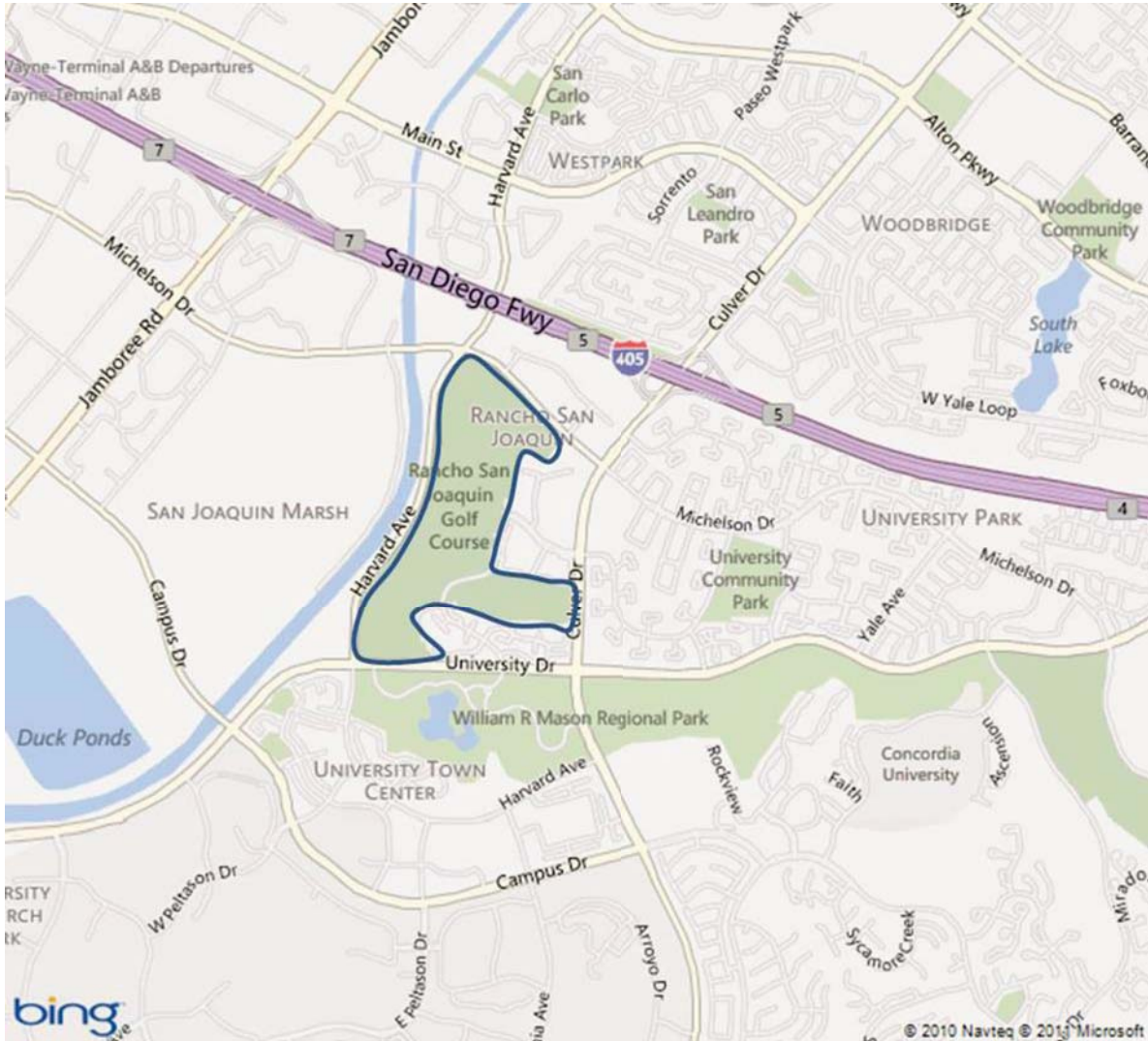
**CONTRACT EXHIBIT A-1
SITE LOCATION MAP
PRIMA DESHECHA LANDFILL**



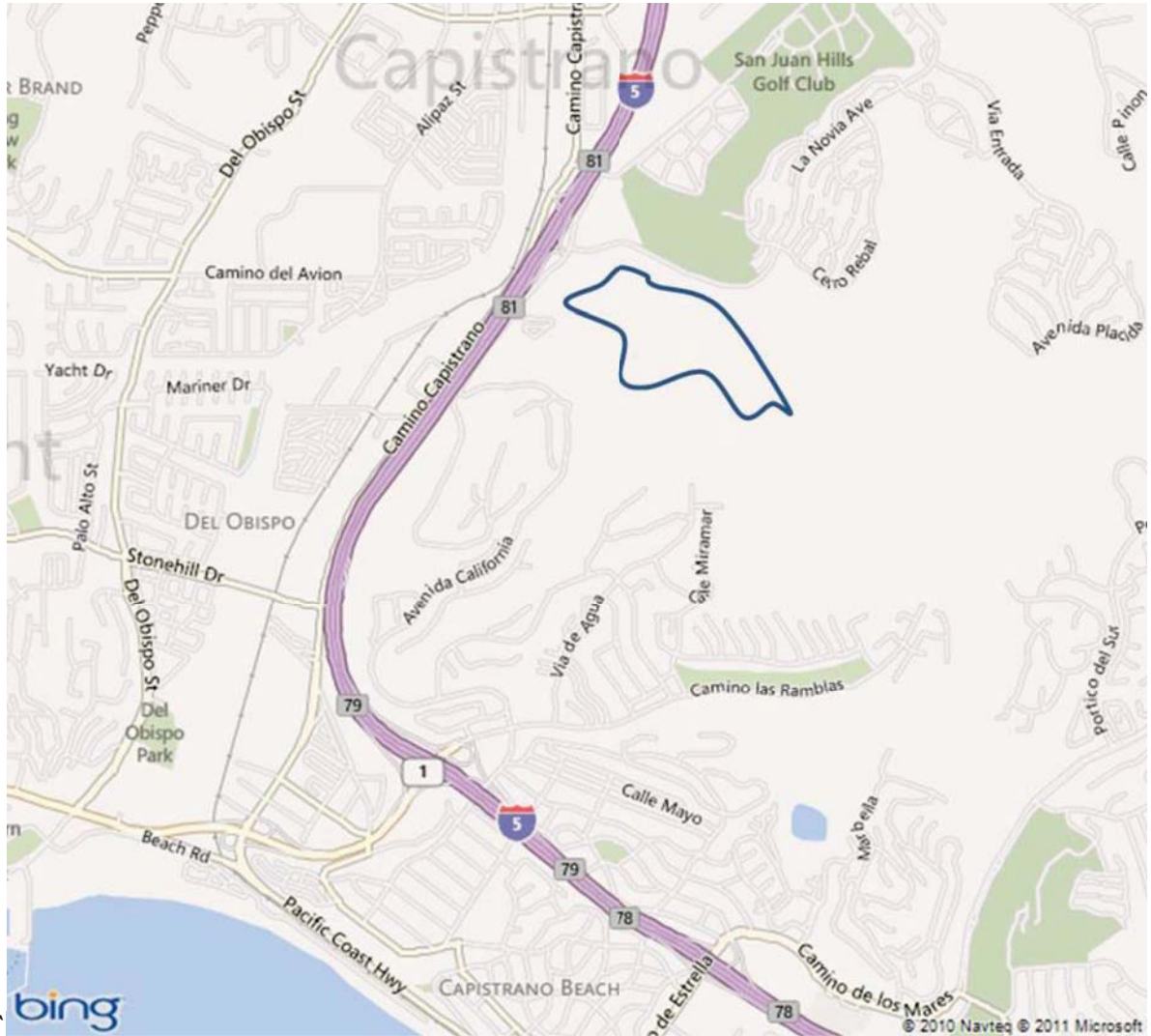
CONTRACT EXHIBIT A-2 SITE LOCATION MAP COYOTE CANYON LANDFILL



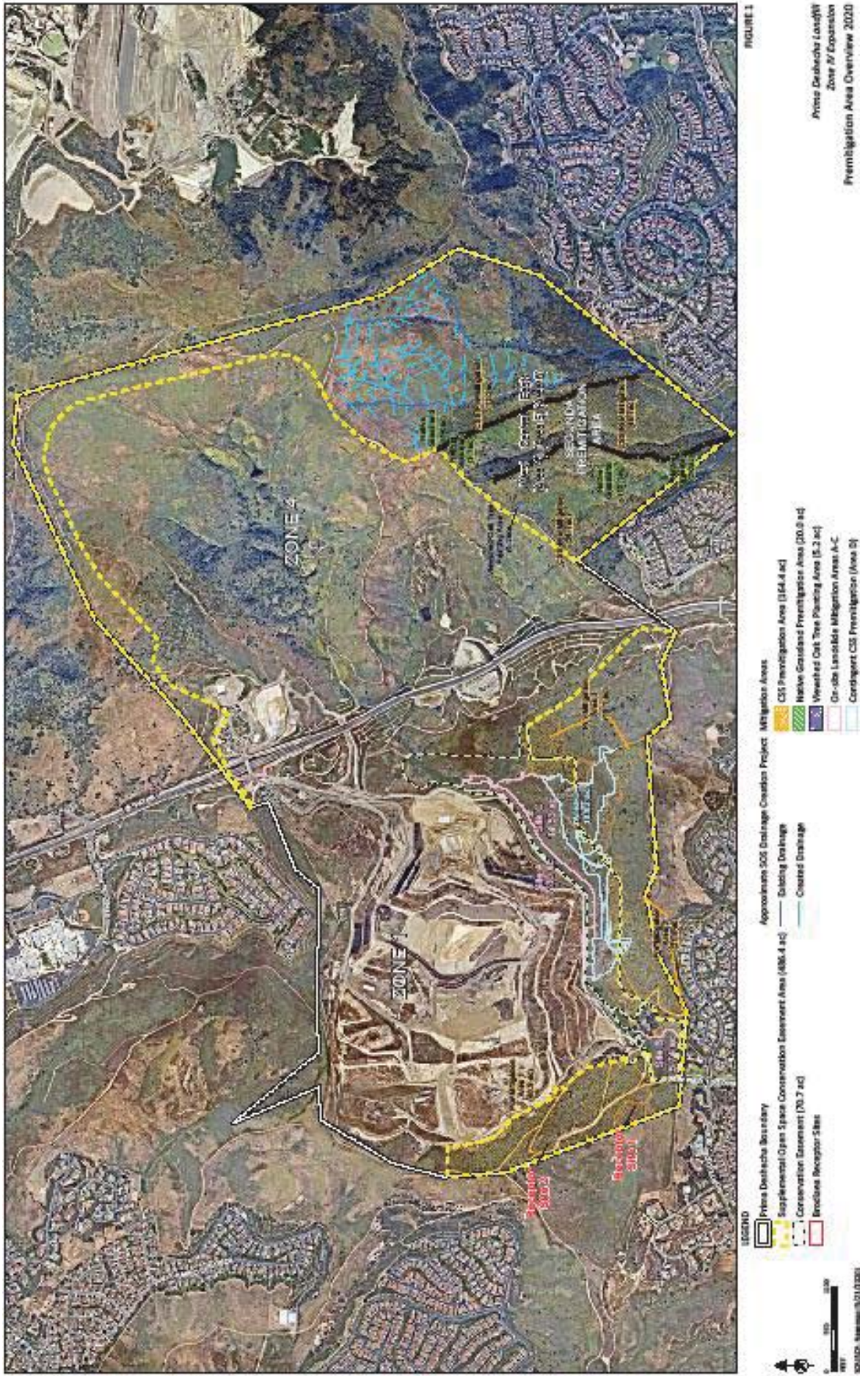
CONTRACT EXHIBIT A-3 SITE LOCATION MAP LANE ROAD LANDFILL



**CONTRACT EXHIBIT A-4
SITE LOCATION MAP
FORMER FORSTER CANYON REFUSE DISPOSAL STATION**



**FIGURE A-1
PRIMA DESHECHA PRE-MITIGATION AREA**



**CONTRACT ATTACHMENT B
COUNTY SUPPLIED ITEMS & RESOURCES**

Proposer must list any other resources, County assistance, or other items expected to be provided by the County.

County will supply the following items and resources:

1. **Staging Area:** The County will provide a staging area for the Contractor to establish a maintenance yard for storage of equipment and materials. A minimum 45' x 85' graded area accessible in all weather conditions. In lieu of a graded pad area, County may provide Conex boxes for storage at its discretion.
2. **Trash disposal:** All trash, green-waste, and debris generated from the sites at Prima Deshecha Landfill shall be disposed of on-site at the fill area at no cost to Contractor.
3. **Water:** The cost of all water needed for temporary and permanent irrigation systems associated with this project shall be paid by the County.
4. **Plants:** If any remedial planting is requested within the mitigation habitat, County will purchase all plant material to be installed by Contractor.
5. **Seed:** If any remedial seed is requested within the mitigation habitat, County will purchase all seed to be installed by Contractor.
6. **Irrigation Parts:** If any new irrigation systems are requested, County will purchase all parts and materials to be installed by Contractor.
7. **Access Road Work:** County personnel shall be responsible to provide and maintain all site access roads passable for a 4-wheel drive maintenance vehicle.
8. **SWPPP** (Storm Water Pollution Prevention Plan) to be supplied by County, including erosion control, if required.
9. **Wire Cages:** County will provide materials for wire cages if deemed necessary.

**CONTRACT ATTACHMENT C
RATES, PAYMENT TERMS AND INVOICING INSTRUCTIONS**

GENERAL

This is a fixed ceiling, time and materials contract between the County and the Contractor for Landscape Maintenance Services for Native Plant Habitat Management at South Region Landfills as provided in Contract Attachment A, Scope of Work, for the County of Orange, OC Waste & Recycling.

The Contractor agrees to accept the compensation specified herein as full remuneration for performing all services and furnishing all staffing and materials called for; and for any reasonably foreseeable difficulties which may arise or be encountered in the prosecution of the services; and for performance by the Contractor of all its duties and obligations hereunder.

The ceiling amount of this Contract shall include all expenses related to the performance of work and services required to meet the tasks and deliverables as set forth in Contract Attachment A, Scope of Work.

The County shall have no obligation to pay any sum in excess of said ceiling price, unless authorized by a written modification issued in accordance with Article C of this Contract. The Contractor shall fully perform and complete its duties and obligations under this Contract, regardless of the number of man-hours required of the Contractor in effectuating such performance and completion. Labor hours and other costs incurred to complete the services and materials as set forth in this Contract, which exceed the total project cost, shall be borne by the Contractor.

All extra work resulting in an increase in the Contract total ceiling amount shall only be authorized by written modification to this Contract. Said modification shall be issued by the County of Orange, Purchasing Agent or her deputy and may be subject to approval by the County Board of Supervisors.

TASK AND DELIVERABLE PAYMENT SCHEDULE

Task 1:

Provide Pre-Mitigation Site Maintenance at Prima Deshecha Landfill

Task 2:

Provide Phase B Mitigation Site Maintenance at Prima Deshecha Landfill

Task 3:

Provide Thread-leaved Brodiaea Translocation Receptor Site Maintenance at Prima Deshecha Landfill

Task 4:

Provide Site Beautification and Viewshed Landscape Maintenance at Prima Deshecha Landfill

Task 5:

Provide Site Maintenance at Coyote Canyon Landfill and Other Closed and Offsite Locations

Task 6:

Monthly Monitoring, reporting, and Meeting Future Needs tasks and Non-Routine Tasks

Non-Routine Tasks:

Requested as-needed by County Site Project Manager and approved as outlined in Attachment A

The above tasks listed shall not cumulatively exceed **\$4,200,000** in the first three-year term of the Contract.

It will be the sole responsibility of the County's Site Project Manager assigned to this Contract to monitor, track and move task dollars within the not-to-exceed budget. Each activity under this

Contract will be covered by a Task Order. It is expressly understood that the tasks to which the Contractor is asked to respond to, will be on an "as-needed" basis, and authorized by the County Site Project Manager. As each task is identified, the Contractor will prepare a "Task Order" which details the scope of work to be accomplished, list of deliverables, schedule for completion, and a not-to-exceed cost for its completion. Each task order will be reviewed and approved by the County Site Project Manager prior to commencement of the proposed work. These services may be paid on a time and materials basis or lump sum basis as mutually agreed by County Site Project Manager and Contractor. The Task Order authorization must be submitted with the invoice for payment to be made.

TIME AND MATERIALS

Labor Requirements: The hourly and/or per call rate(s) listed below, shall include direct and indirect labor charges, truck, all necessary equipment, tools, overhead, travel, other expenses, and all profit applicable to services identified by Contractor. Overtime will not be paid on non-emergency response requests, unless specifically authorized by the County's Site Project Manager at the time the request for service is initiated.

Straight time is eight hours a day. The start time and the lunchtime are flexible depending upon the nature of the work. Overtime is any time after the straight time hours on weekdays, all day Saturday and Sunday, and will only be paid for emergency time and materials work. The Contractor must obtain prior written approval from County's Site Project Manager before working overtime except on emergency calls.

Subcontractor Costs: When pre-approved by the County's Site Project Manager or designee, the use of subcontractors or specialized services labor and equipment shall be reimbursed at the actual cost. No markup for subcontractor labor and equipment shall be allowed in this Contract.

Material Costs: When approved by the County's Site Project Manager or designee, all parts and materials purchased by the Contractor or by its subcontractor, shall be reimbursed at actual cost plus 10%. All parts shall be F.O.B Destination. All applicable taxes on materials will be applied after the mark-up has been added; no additional cost or mark-up will be applied to the sales tax amount. **The Contractor is to provide with every invoice, a copy of the supplier's invoice for any part or material costing \$100.00 or more.**

All replacement parts shall be new, except when rebuilt or remanufactured parts are most cost effective and pre-authorized by the OC Waste & Recycling.

Materials shall be billed at Contractor's Actual Cost Plus 10%. The markup may only be applied to the actual cost of the parts or materials, excluding tax.

Contractor shall warrant all labor and materials used in the work for a period of one (1) year (or in accordance with Contractor's or Manufacturer's Warranty, if longer) after completion of repairs, if applicable.

REIMBURSABLE COSTS

Contractor's reasonable out-of-pocket expenses will be directly reimbursable by the County with prior approval by the County's Site Project Manager. Reimbursable items shall be billed on an **actual cost basis** with no markup and submitted with complete back-up documentation, as may be required by the County's Site Project Manager.

Items Considered Non-Reimbursable:

1. General overhead costs such as accounting, computer rentals, and items generally required for the basic operations of daily business or directly related to the Contract Task Orders.

2. Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices.
3. Telephone, fax, and internet use.
4. Any item specified in the task order scope of work, necessary to complete the scope of work, or deliverables from the scope of work.
5. Mileage between Contractor's home base and OC Waste & Recycling.
6. Any costs other than those explicitly authorized in Items Considered Reimbursable, unless advanced written approval has been obtained from County Project Manager.

RATES

LABOR

| Classification | Hourly Rate |
|--------------------------------------|--------------------|
| Project Manager (PM) | \$100.00 |
| Assistant Project Manager (APM) | \$90.00 |
| Landscape Supervisor (LS) | \$87.50 |
| Landscape Assistant Supervisor (LAS) | \$75.00 |
| Operator (OPER) | \$115.00 |
| Foreman (FOREM) | \$60.00 |
| Assistant Foreman (AF) | \$50.00 |
| Skilled Laborer (SL) | \$45.00 |
| Landscape Maintenance Laborer (ML) | \$39.00 |
| Administrative Staff (ADMIN) | \$52.00 |

EQUIPMENT

| HRS-Owned | Daily Rate |
|--------------------------------------|-------------------|
| CAT skidersteers/excavators/backhoes | \$505.00 |
| Water Truck | \$505.00 |
| Roll-Off Truck | \$505.00 |
| Chipper | \$505.00 |
| Hydroseeder | \$505.00 |
| Kawasaki Mule | \$90.00 |

Attachment A

| | |
|----------------------|----------|
| Water Trailer | \$90.00 |
| GPS Unit | \$87.00 |
| Dump Trailer | \$90.00 |
| Dingo Standing Mower | \$290.00 |
| Kubota Mower | \$200.00 |

TERMS

Contractor shall submit an invoice in *arrears* for Services provided as outlined in Contract Attachment A, Scope of Work.

Payment due to the Contractor will be made within 45 days after receipt of a correctly submitted invoice. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided.

Payment made by the County shall not preclude the right of the County from thereafter disputing any service billed or involved under this Contract and shall not be construed as acceptance of any part of the work (services).

INVOICING INSTRUCTIONS

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. The Contractor shall provide an invoice on Contractor's letterhead. The invoice shall have a unique number and shall include the following information:

- a. Contractor Address
- b. Contractor Remittance Address (if different from above)
- c. County Contract #MA-299-21011531
- d. Task or Sub Task Number (if available)
- e. Copy of pre-approved task order quote (signed by Site Project Manager)
- f. Detailed description of tasks/services and deliverables
- g. Dates of service
- h. Cost per hour (for labor, including back-up documentation, unless lump sum basis)
- i. Material costs (including any back-up documentation, as required, unless lump sum basis)
- j. Subcontractor costs (if applicable)
- k. Equipment costs (if applicable)
- l. Total Invoice Amount

Invoices and supporting documents shall be submitted to ocwrinvoice@ocwr.ocgov.com or mailed to the following address:

OC Waste & Recycling
 Attn: Accounts Payable
 601 N. Ross St. 5th Floor
 Santa Ana, CA 92701

Payment (Electronic Funds Transfer EFT): The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. To request a form, please contact the department's procurement representative. Completed form and required documentation must be submitted by mail to the physical address listed on the EFT form. Forms submitted electronically will not be accepted.

**CONTRACT ATTACHMENT D
STAFFING PLAN AND SUBCONTRACTOR SERVICES**

STAFFING PLAN

The County reserves the right to require Contractor to involve other staff members as services require. Assignment of staff shall be subject to County approval. The substitution of other individuals in any given classification/position shall be permitted only with prior written approval of the County, which shall not be unreasonably withheld.

SUBCONTRACTOR SERVICES

The Contractor shall hereinafter state that any Subcontractor(s) who will be the Subcontractor(s) on the job for each particular trade or subdivision of the work and will state the firm name and principal location of the mill, shop, or office of each. Failure to list all Subcontractors performing more than 5% of the work may be considered cause for default of the Contract.

| Firm | Services | Location |
|----------------------|---------------------------|------------------------------------------|
| Wallace Laboratories | Soil Testing and Analysis | 365 Coral Circle El Segundo, CA 90245 |

CONTRACT ATTACHMENT E
PERFORMANCE AND ACCEPTANCE PLAN

OC Waste & Recycling has developed preliminary goals, objectives, and performance standards for each targeted service area. Contractor shall meet or exceed the required native plant percent coverage as stated in Table A-2 and performance standards in Table A-3 of Contract Attachment A, Scope of Work.

Contractor shall perform all work within the requirements outlined herein and Contract Attachment A, as well as resource agencies for environmental permits and program approvals associated with native habitat management and maintenance including the U.S. Army Corps of Engineers (ACOE), U.S. Fish and Wildlife (USFWS), California Department of Fish and Wildlife (CDFW), and Regional Water Quality Control Board (RWQCB). The mitigation site maintenance and management specifications included in the Scope of Work are based on requirements listed in the above-mentioned permits and authorizations. Contractor shall be responsible for complying with the specific water quality protection measures listed herein.

As part of the Acceptance Plan, Contractor shall schedule for County staff and biological monitors to inspect the site and verify success standard have been achieved. After reviewing the plan and verifying that all tasks have been completed to the satisfaction of the County, the Site Project Manager will sign a Notice of Completion to be provided by Contractor.

Contractor will provide a **Performance and Acceptance Plan**. The Performance and Acceptance Plan must satisfy the requirements specified below:

1. The plan must be tailored to verify that all of the requirements, features, and performance measures of the Landscape Maintenance Services for Native Habitat Management at South Region Landfills specified in Contract Attachment A, Scope of Work, are fully satisfied.
2. The plan will package the deliverables into a final product.
3. The plan will be executed by the Contractor.
4. After successful completion of all plan review to the satisfaction of the OC Waste & Recycling team, the County's Site Project Manager will sign a notice of completion to be provided by the Contractor.