

**CONTRACT MA-080-18012021**

**FOR**

**HERBICIDE APPLICATION SERVICES**

**BETWEEN**

**OC PUBLIC WORKS**

**AND**

**ORANGE COUNTY FLOOD CONTROL DISTRICT**

**AND**

**QUALITY SPRAYERS, INC.**



**CONTRACT MA-080-18012021  
WITH  
QUALITY SPRAYERS, INC.  
FOR  
HERBICIDE APPLICATION SERVICES**

THIS CONTRACT MA-080-18012021 for Herbicide Application Services (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”), the Orange County Flood Control District, a body corporate and politic (hereinafter referred to as “District”) and Quality Sprayers, Inc., with a place of business at 3220 E La Palma, Avenue, Anaheim, CA 92806 (hereinafter referred to as “Contractor”) with County, District and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties”.

**ATTACHMENTS**

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

Attachment A – Scope of Services

Attachment B – Payment/Compensation

Attachment C – Staffing Plan

**RECITALS**

WHEREAS, County, District and Contractor are entering into this Contract for Herbicide Application Services under a firm fixed rate usage Contract; and,

WHEREAS, County and District solicited Contract for Herbicide Application Services as set forth herein, and Contractor represented that it is qualified to provide Herbicide Application Services to the County and District as further set forth here; and,

WHEREAS, Contractor agrees to provide Herbicide Application Services to the County and District as further set forth in the Scope of Work, attached hereto as Attachment A; and,

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

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Herbicide Application Services with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

**DEFINITIONS**

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

## ARTICLES

### General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
  
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County and unless authorized by County and District in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County and District employee or agent, including but not limited to installers of software, shall not be valid or binding on County and District unless accepted in writing by County's Procurement Officer 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 and District unless authorized by County and District 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 and District 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 and District 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 and District. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County and District.
  
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County and District; 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 District, 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 District and its indemnities as identified in **article "Z"** below, and as more fully described in **article "Z,"**

harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County and District by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in **article "Z"** below, it shall indemnify, defend and hold County and District and County and District Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County and District. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County and District 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 and District 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 and District of its right to terminate the Contract shall relieve County and District 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 and District. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County and District.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's and District'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 and District 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 Requirements:** 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 and District 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 and District 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 and District 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 and District'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 and District 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 and District 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 and District was the insured.

If the Contractor fails to maintain insurance acceptable to the County and District for the full term of this Contract, the County and District 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
Environmental/Pollution Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

#### Required Coverage Forms

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

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

#### Required Endorsements

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

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

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

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

Contractor shall notify County and District 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 and District. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County and District may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

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

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

County and District 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 and District.

County and District 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 and District 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 and District 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 and District's specific written approval.

**Amendment No. 1**

**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 the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

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

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any

litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

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

~~**Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County and District 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 and District.~~

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

- 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 and District 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, District, County-related and District-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 and District in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County and District. Contractor acknowledges that County and District is relying on Contractor to ensure such compliance, and pursuant to the requirements of **article "Z"** below, Contractor agrees that it shall defend, indemnify and hold County and District and County and District 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 and District'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 District, and hold harmless, the County and District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County and District 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 District, and hold County and District, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County and District by a court of competent jurisdiction because of the concurrent active negligence of County and District or County and District Indemnitees, Contractor and County and District 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 and District) 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 and District will provide reasonable notice of such an audit or inspection.

The County and District 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 and District 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 and District'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 and District 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 and District will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County and District will procure Herbicide Application Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures or approval by the Orange County Board of Supervisors, which occurs later, and continue for three (3) calendar years from that date, unless otherwise terminated by County and District. This Contract may be renewed as set forth in article 3 below.

**Amendment No. 1**

Contract shall be renewed for one (1) year from October 1, 2021 to September 30, 2022, unless otherwise terminated as provided herein.

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for Two (2) additional one (1) year terms. The County and District does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County and District assigned Deputy Purchasing Agent.

5. **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 and District 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 Contractor for and during the period in which the Contractor is in breach; and
  - d) Offset against any monies billed by the Contractor but yet unpaid by the County and District those monies disallowed pursuant to the above.
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County and District. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County and District staff or elected officers from acting in the best interests of the County and District.
8. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County and District employee for any purpose.
9. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and District and shall not be changed without the written consent of the County’s and district’s Project Manager, whose consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s and District’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County and District under this Contract. The County’s and District’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s and District’s Project Manager. The County’s and District’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County and District is not required to provide any additional information, reason or

rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

10. **Contractor Personnel – Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County and District property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

11. **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 and District. The County and District 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 and District are expressly stated in the Contract.

12. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use the pre-negotiated prices and terms in this Contract will be responsible for issuing their own purchase documents/contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract by Contractor and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County and District, at the County's and District's request.

#### Amendment No. 1

13. **Reserved.**

~~**County of Orange Child Support Enforcement:** All Contractors are required to comply with the child support enforcement requirements of the County of Orange. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. In order to comply with the child support enforcement requirements of the County of Orange, all bidders/proposers must furnish to the Contract administrator, the Procurement Officer, or the agency/department Deputy Purchasing Agent:~~

- ~~A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;~~
- ~~B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the Contracting entity;~~
- ~~C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and~~
- ~~D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.~~

~~Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.~~

14. **Data – Title To:** All materials, documents, data or information obtained from the County and District data files or any County and District medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County and District. 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 and District. All materials, documents, data or information, including copies, must be returned to the County and District at the end of this Contract.
15. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County and District, the County and District may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County and District the difference between the Contract cost and the price paid, and the County and District may deduct this cost from any unpaid balance due the Contractor. The price paid by the County and District shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
16. **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 and District's Project Manager, as specified in Article 22. "Notices," 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 and District, 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 and District 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 and District 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 and District 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 and District's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

17. **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 and District contracts if the County and District 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.

18. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays \$600 or more or with whom the County and District enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subarticle B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm)

19. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County and District. Contractor agrees that County and District review is discretionary and Contractor shall not assume that the County and District will discover errors and/or omissions. If the County and District 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 and District or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County and District approval thereof, County and District approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and District and Contractor, and the reports, files or documents will be returned to Contractor for correction.
20. **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.

21. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County and District through the County's and District's Project Manager.

#### **Amendment No. 1**

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

Contractor: Quality Sprayers, Inc.  
Attn: Justin Casey  
3020 E. La Palma Avenue  
Anaheim, CA 92806  
Phone: 949.304.5287  
Email: Jjustin@qualitysprayers.com

County's Project Manager: OC Public Works/OC Environmental Resources  
Attn: Brian Glenn  
2301 N. Glassell Street  
Orange, CA 92865  
Phone: 714-955-0204  
Email: [Brian.Glenn@ocpw.ocgov.com](mailto:Brian.Glenn@ocpw.ocgov.com)

cc:OC Public Works/Procurement Services  
Attn: Richard Nguyen, DPA  
1143 E. Fruit St.  
Santa Ana, CA 92701  
Phone: 714-667-9633  
Email: [Richard.Nguyen@ocpw.ocgov.com](mailto:Richard.Nguyen@ocpw.ocgov.com)

~~County's Project Manager: OC Public Works/OC Environmental Resources  
Attn: Tammy Bragg  
2301 N Glassell Street  
Orange, CA 92865  
Phone: 714.955.0204~~



~~Email: [Tammy.Bragg@ocpw.ocgov.com](mailto:Tammy.Bragg@ocpw.ocgov.com)~~  
~~cc: OC Public Works/Procurement Section~~  
~~Attn: Avelino Javier, County DPA~~  
~~2301 N Glassell Street, 2<sup>nd</sup> Floor~~  
~~Orange, CA 92865~~  
~~Phone: 714.667.9627~~  
~~Email: [Avelino.Javier@ocpw.ocgov.com](mailto:Avelino.Javier@ocpw.ocgov.com)~~

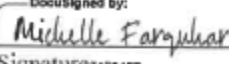
23. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
24. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County and District 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 and District upon written request of the Contractor. Upon termination County and District 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.
25. **Usage:** No guarantee is given by the County and District to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange and the Orange County Flood Control District, at rates/prices listed in the Contract, regardless of quantity requested.
26. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

**Signature Page follows**

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

**QUALITY SPRAYERS, INC.\***

<small>DocuSigned by:</small>			
	Michelle Farquhar	PRESIDENT	7/9/2018
<small>Signature 717645B</small>	Name	Title	Date

<small>DocuSigned by:</small>			
	Steven Cox	SECRETARY	7/9/2018
<small>Signature 27824E0</small>	Name	Title	Date

**COUNTY OF ORANGE**, A political subdivision of the State of California

**COUNTY AUTHORIZED SIGNATURE:**

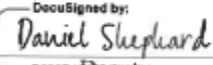
	Eddie Perkins	DPA	10/1/18
Signature	Name	Title	Date

**ORANGE COUNTY FLOOD CONTROL DISTRICT**, a body corporate and politic

**ORANGE COUNTY FLOOD CONTROL DISTRICT AUTHORIZED SIGNATURE:**

	Eddie Perkins	DPA	10/1/18
Signature	Name	Title	Date

**APPROVED AS TO FORM:****County Counsel**

<small>DocuSigned by:</small>	
By	
	<small>D83201138</small>

Date 7/9/2018

\* 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.

## ATTACHMENT A SCOPE OF WORK

**I. Scope of Work:** Contractor shall furnish all staffing, labor, equipment, materials, and incidentals required for Herbicide Application Services. Services shall be provided on an as-needed basis as required by County and District.

**II. Description of Work:** This Contract is for Herbicide Application Services at various locations.

A. The Flood Control facilities that are owned and maintained by County and District provide vital flood control protection to the public and habitat to wildlife. To maintain the flood control facilities in storm-ready condition and enhance habitat in wildlife mitigation sites a vegetation control program has been established that requires contractor support to supplement in-house resources. The vegetation control program consists of controlling native and non-native species in flood control facilities and controlling undesirable vegetation in mitigation sites. The herbicide application plan shall consist of four applications; one pre-emergent and three post-emergent applications. This shall consist of up to 1,311 acres of pre-emergent (one round) and 3,933 acres post emergent (three rounds) annually.

Application areas on flood control channel shall consist of access gate areas, inside of all fenced areas including walk side/far side, roadways, slopes, and channel invert areas. Application of pre-emergence and post emergence herbicide at specific times of the season as determined by County's and District's on-staff Pest Control Advisor, (hereinafter referred to as "County PCA"), and application of selective herbicides on woody and broadleaf weeds upon request.

Application of herbicide in mitigation areas in County and District facilities varies and shall be closely coordinated with County and District PCA.

B. Target Species may include, but not limited to:

SPECIES		SPECIES	
Common Name	Scientific Name	Common Name	Scientific Name
Artichoke thistle	Cynara cardunculus	Tree tobacco	Nicotiana glauca
Milk thistle	Silybum marianum	Iceplant	Mesembryanthemu msp., Carpobrotus sp.
Italian thistle	Carduus pycnocephalus	Periwinkle	Vinca major
Russian thistle	Salsola tragus	Horehound	Marrubium vulgare
Yellow starthistle	Centaurea solstitialis	New Zealand spinach	Tetragonia tetragonioides
Tocalote	Centaurea melitensis	Winged sea-lavender	Limonium sinuatum
Sow-thistle, bristly ox-tongue, etc.	Sonchus sp., Picris echioides, Lactuca serriola, etc.	Ivy	Hedera sp.
Pampas grass	Cortaderia selloana	Gazania	Gazania linearis
Fountain grass	Pennisetum sp.	Pride of Madeira	Echium candicans
Fennel	Foeniculum vulgare	Arundo	Arundo donax

<b>Poison hemlock</b>	Conium maculatum	<b>Brazilian/Peruvian pepper tree</b>	Schinus terebinthifolius / Schinus molle
<b>Garland chrysanthemum</b>	Chrysanthemum coronarium	<b>Acacia</b>	Acacia sp.
<b>Spanish sunflower</b>	Pulicaria paludosa	<b>Eucalyptus</b>	Eucalyptus sp.
<b>Spanish broom</b>	Spartium junceum	<b>Palm tree</b>	Phoenix sp., Washingtonia sp.
<b>Non-native saltbush</b>	Atriplex sp.	<b>Myoporum</b>	Myoporum laetum
<b>Castor bean</b>	Ricinus communis	<b>Tamarisk</b>	Tamarix sp.
<b>Giant Cane</b>	Arundo Donax	<b>Tree of Heaven</b>	Ailanthus altissima
<b>Mares Tail</b>	Hippuris vulgaris		

- C. **Expected Results:** County shall inspect sites where work has been performed following the pre-emergent season. Ten (10) percent ground cover is acceptable six (6) months after original application. Any deficiencies or deviations from the expected results shall be the responsibility of the Contractor to cure unless the Contractor can prove the deficiencies and/or deviations were caused by the County and District's negligence's or omissions.

### III. Contract Requirements:

#### A. Herbicide Applications:

1. Contractor shall comply with all herbicide application requirements as set forth by the CDPR, County of Orange Agricultural Commissioner, Federal Environmental Protection Agency, California State Water Resources Control Board, and all manufacturer instructions provided on the products labels and Material Safety Data Sheets.
2. Contractor must use County and District specified active ingredients by exact specified brand names.
3. Contractor must use County and District approved quantity of specified herbicide and adjuvant per 50 gallon solutions while staying within the manufacture's label specified rate guidelines.
4. Each person performing herbicide applications or operating any spray equipment must have a current Qualified Applicators Certificate/License, (hereinafter referred to as "QAC" or "QAL"), with categories in Right of Way and Aquatics on site during all applications.
5. All equipment used for herbicide applications shall comply with all applicable State, Federal and Cal OSHA Regulations. Primary means of vegetation control shall be a pre-emergent soil application and foliar application when emerged vegetation is present.

- B. **Pre-Bid Site Visitation:** Prior to submission of the bid, Contractor may visit the County and District facilities to make a thorough examination and evaluation of the weed conditions and logistics of treatment. No additional compensation will be allowed for this task.

**C. Treatment Site Access:** Site access varies by location. A four-wheel drive truck(s) is recommended for majority of locations. Hiking to treat target species with backpack sprayers is required in some locations. All County and District facilities are subject to closure during Red Flag conditions and wet and muddy conditions. All operations shall be restricted to County and District right-of-way. Contractor shall not enter upon any adjacent property for the purpose of conducting any operations required under this Contract unless Contractor has obtained permission from County and District and written permission from affected property owner.

**D. Travel Time: No portal to portal charges will be allowed.** Labor hours shall be charged in basis of actual -time spent on each job, and shall be computed to the nearest one-quarter of an hour. All costs for travel time to and from work locations and/or to and from refuse disposal sites shall be considered as included in various items of work involved and no additional compensation shall be allowed therefore.

**E. Contractor Liaison:**

1. Contractor shall designate a Liaison to oversee weed management activities under this Contract. The Liaison will be the primary point of contact for County and District on weed management requests. The Liaison shall coordinate weed control report submittals and oversee invoicing under this Contract. When the Liaison is unavailable, a backup contact list shall be furnished to the County and District for submitting weed treatment requests.
2. Contractor shall maintain a telephonic communications system (office and cellular phones) such that calls are answered within two business hours, five days a week, 8 a.m. through 4 p.m. Contractor may receive verbal work requests from County's and District's Project Manager or designee.

**F. Personnel:**

1. **Staffing:** Contractor shall supply employees for each work location per day to complete the project in a diligent and timely manner unless previously authorized by County PCA.
2. **Background/Security:** Contractor personnel engaged in performance of this work shall be employees of Contractor and as such shall be warranted to possess sufficient experience and security records to perform this work. Contractor shall conduct a thorough background investigation of each Contractor employee providing services under this Contract, including but not limited to, investigation of employment and police records and shall maintain copy of that request
3. **Identification:** All personnel shall wear uniforms, displaying company name, furnished by Contractor, at all times during performance of this work. Supervisors may wear badges in lieu of uniforms.
4. **Conduct:** Contractor personnel providing services under this Contract shall not be incompetent, disorderly, under the influence of alcohol or drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. County and District expressly retains the right to request any specific Contract personnel be precluded from providing services to County and District under this Contract. County and District is not required to provide any reason for requested removal of specified Contractor personnel. Contractor shall effectuate removal of the requested Contractor personnel within three (3) business days.

5. **Supervision:** Contractor will provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both conduct and workmanship. Said supervisor or foreman will be able to communicate effectively in both written and oral English.

**G. License Requirements:**

1. Contractor shall possess a current State of California – Landscaping Contractors license, Class C-27, issued by the California State Contractor’s License Board.
2. Contractor shall have on staff an employee possessing a current Pest Control Business License, (hereinafter referred to as “PCB”). The responsible Contractor shall possess a valid QAL issued by the California Department of Pest and Regulations.
3. Applications of any herbicide shall be preceded by a written recommendation by a licensed Pest Control Advisor, hereinafter referred to as “PCA”) issued by the California Department of Pest and Regulations.
4. All technicians shall possess a current QAC/ QAL issued by the California Department of Pest and Regulations.
5. All licenses shall reflect those categories required for the scope of work described in this Contract.
6. Contractor is responsible for retaining all appropriate government licenses and/or permits required to complete the scope of work at no additional cost to the County and District.
7. At all times during the term of the Contract, Contractor shall have in full force and effect, all licenses and or permits required by law for performance of the services described in this Contract.
8. Copies of the licensing information shall be made available to the County upon request.

**H. Cooperation:**

1. County and District staff reviews, prioritizes and “packages” all bi-weekly work schedules and maintenance activities.
2. Contractor shall furnish a schedule to County’s and District’s Project Manager or designee within forty-eight (48) hours of receiving work package indicating the dates and locations for scheduled work.
3. Contractor shall start working within three (3) business days upon receipt of packaged work.
4. Weather conditions may result in the temporary suspension of work. The Contractor shall consult with the County PCA when the weather conditions are questionable.
5. Contractor shall cooperate with County and District staff in scheduling work around County and District’s operations. No additional compensation or adjustment of allotted working schedule shall be granted for compliance with these requirements.
6. Full compensation for Cooperation shall be included in the Contract bid and no additional compensation will be allowed therefore.

**I. Identification and Scheduling of Work:** Work requests for Contract work are reviewed, prioritized and packaged by County and District Scheduling staff. Upon receipt of a package, County's and District's Project Manager or designee shall forward the work requested to Contractor by mail, fax or email. The packages will include example photos, facility name, location, map page, cross streets, and estimated acreage to be completed. Work may be assigned at any time during the year.

**J. Chemical Use Report:**

1. Contractor shall be responsible for obtaining a Restricted Materials Use Permit for the duration of the Contract. Contractor is responsible for submitting all Notice of Intent for restricted materials usage and monthly chemical usage report to the County Department of Agriculture as needed.
2. At the end of each treatment month, Contractor shall submit a Chemical Use Report summarizing County and District facilities treated, acres treated, targeted weed species with corresponding herbicides, herbicide application rates, man hours and equipment. Documentation from Chemical Use Report will be used to update and modify the Work Plan for the weed management program.
3. The amount of herbicide solution applied to inverts and water shall be documented separately by proper measuring unit so it can be documented in the NPDES report. This information shall be submitted to County's and District's Project Manager or designee at the completion of each scheduled bi-weekly.

**K. Performance:**

1. Work shall generally be performed between 6 a.m. and 3 p.m., Monday through Friday. Necessary pre-scheduled weekend work is allowable under this agreement. No non-emergency work on Holidays.
2. All personnel engaged in performance of this work shall be warranted to possess sufficient experience and security records to perform this work. Contractor shall conduct a thorough background investigation of all personnel providing services under this Contract, including but not limited to, investigation of employment and police records and shall maintain copy of that request.
3. Contractor must abide by the conditions stipulated in this Contract which specify the limits of each site to be sprayed and to avoid spraying. Applications of any herbicide shall be preceded by proof of a written recommendation by a California licensed Agricultural PCA provided by the Contractor and submitted to the County and District.
4. Contractor shall coordinate with County PCA on the type and amount of products or chemicals recommended for controlling vegetation. Upon approval by County PCA, Contractor shall apply herbicide products at rates within applicable product labeled rates and current California Department of Pesticide Regulation (CDPR) regulations.
5. Contractor is responsible for all personal protective equipment, (hereinafter referred to as "PPE's") and safety devices used by Contractor personnel engaged in the handling, formulation, transfer, application and disposal of herbicide products. Contractor must use all PPE's identified on the various product labels which may include, but not be limited to, face mask, respirators, goggles, caps or hats, protective clothing, gloves, etc. All clothing

and protective gear used in the performance of herbicide applications shall be in conformance with all applicable legal and regulatory requirements.

6. Work to be performed shall consist of furnishing all labor, equipment, and materials, necessary to complete all spraying, by means of a Back Pack Sprayer and Spray Rig Truck.

**L. Best Management Practices:**

1. Contractor shall conduct operations under this Contract so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).
2. The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System (NPDES) permits ("Stormwater Permits") to the County of Orange, and to the Orange County Flood Control District (District) and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including the Premises under this Contract. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.
3. To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.
4. BMP Fact Sheets shall include but not be limited to the following which may be viewed and downloaded at:  
<http://ocwatersheds.com/documents/bmp/industrialcommercialbusinessesactivities>
  - a) FF10
  - b) FF13
  - c) FP2
  - d) FP3
5. These BMP Fact Sheets may be modified during the term of the Contract; and County's Project Manager shall provide Contractor with any such modified BMP Fact Sheets.
6. Contractor shall, throughout the term of this Contract, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this Contract commences or as the Stormwater Permits may be modified. Contractor agrees to maintain current copies of the BMP Fact Sheets on the job sites throughout the term of this Contract. The BMPs applicable to uses authorized under this Contract must be performed as described within all applicable BMP Fact Sheets.



**M. NPDES Requirements:**

1. The Contractor shall comply with the County of Orange Integrated Pest Management policy: [http://www.ocwatersheds.com/Documents/Exhibit\\_A\\_5\\_V\\_IPM\\_Policy.pdf](http://www.ocwatersheds.com/Documents/Exhibit_A_5_V_IPM_Policy.pdf)
2. The Contractor shall comply with California Department of Pest and Regulations, 07/19/2012 regulations are posted at: <http://www.cdpr.ca.gov/docs/legbills/rulepkgs/11-004/text>
3. County's PCA may visit the job sites and/or review Contractor's records at any time to assure activities conducted on the job sites comply with the requirements of this section.
4. When Contractor use herbicides regulated by the RWQCB National Pollutant Discharge Elimination System (NPDES) Aquatic Pesticide Permit, additional documentation of the name, type, amounts and frequencies of chemicals used will need to be supplied to meet NPDES Permit requirements. The Contractor will provide the County and District with all application related documentation to meet reporting and other related permit requirements. In addition, Contractor application schedules will need to be coordinated with County water quality monitoring personnel to ensure all proper Aquatic Pesticide Application Plan sampling is conducted. The County's on-staff PCA will coordinate all application/monitoring events. The Contractor will be required to cooperate with all application monitoring activities to comply with the NPDES Aquatic Pesticide Permit.

**IV. Performance Requirements:**

- A. **Cooperation and Collateral Work:** Contractor shall endeavor to coordinate all work with the normal operations of OC Public Works. In those instances where landscape watering or other operations would interfere with Contractor's work, Contractor shall submit to County PCA a written request stating days, times and operations which should be suspended or conducted at a different time of the day. No additional compensation or adjustment of the allotted working days shall be granted for compliance with these requirements.
- B. **Debris Removal:** All trash and debris shall be removed from work area by the end of each working day. At other times during the progress of work, when required, Contractor shall remove all surplus materials, rubbish, and debris resulting from the work. Work area shall be left in a neat, clean and acceptable condition as approved by County PCA. No stockpile of debris will be allowed at the site.

Contractor shall pick up and dispose of materials at a site outside of County's and District's right-of-way approved for disposal of such materials. Any debris dropped on the public street during entrance or exit of the site shall be removed immediately by Contractor.

- C. **Dust Control:** Contractor shall use all reasonable methods to minimize dust emissions during the performance of this Contract. No separate payment will be made for any work performed or material used to control dust resulting from Contractor's performance of the work, or by public traffic, either inside or outside County's and District's right-of-way.
- D. **Protection and Restoration of Existing Facilities:** Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of County and District, at Contractor's expense within three (3) days after notification of such damage by County PCA. Repairs and/or replacements shall be equal to original in all aspects.

- E. **Safety:** Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during operations and to maintain safe conditions on premises and ways at all times, including safely stored equipment, machines and materials. This includes compliance with Local County, State or other legal intents and terms of the applicable OSHA and CAL/OSHA Safety orders at all times so as to protect all persons, including Contractor's employees and Agency against injury or damage to their property.
- F. **Sound Control:** Contractor shall comply with all County, District, and local sound control and noise level rules, regulations, and ordinances, which apply to any work performed pursuant to the Contract, and shall make every effort to control any undue noise resulting from its operation.
- G. **Traffic Control:**
1. When entering or leaving roadways carrying public traffic, Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.
  2. Contractor shall provide and maintain all signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of the flood control channel and all its approaches, including advanced signing and barricades. Contractor shall also post proper signs to notify the public regarding the conditions of the roadway, all in accordance with the provisions of the Vehicle Code, and the "Manual of Traffic Controls for Construction and Maintenance Work Zones," as published by the State of California, Business, Transportation and Housing Agency, Department of Transportation, latest version.
  3. Access to private properties, when reasonably possible, shall be maintained at all times during construction. Prior to restricting normal access to the Public Works or private properties, Contractor shall provide 24 hours advance notification. In no case shall access to private property be restricted longer than 24 hours unless otherwise approved by County PCA.
  4. Portable delineators shall be spaced as necessary for proper delineation of the travel way. The maximum spacing between delineators should be approximately equal in feet to the speed limit, except that the maximum spacing shall not exceed 50 feet.
  5. If the traffic cones or portable delineators are damaged, displaced or are not in an upright position, from any cause, said cones or portable delineators shall immediately be replaced or restored to their original location in an upright position, by Contractor.
  6. Contractor shall furnish such flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions. Flagmen, while on duty and assigned to give warning to the public of any dangerous conditions, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen" of the Department of Transportation. The equipment shall be furnished and kept clean and in good repair by Contractor, at Contractor's expense.
  7. Spillage resulting from hauling operations along or across any publicly-traveled way shall be removed immediately by Contractor, at Contractor's expense.
  8. Should Contractor furnish insufficient warning and protective measures as provided above, County PCA may direct that the necessary warning and protective measures be furnished and installed by the Contractor, at Contractor's expense. However, County PCA shall not be responsible for detecting the inadequacies of Contractor's warnings and protective measures. Public safety through the furnishing of proper warnings and protective devices shall be the sole responsibility of Contractor.

- H. **Water:** Contractor shall furnish all water required for performance of this work, shall make all arrangements for obtaining all water with the governing water district, and shall comply with all requirements set forth by the governing water district.
- I. **Working Hours:** Contractor will conduct all operations between 6 a.m. and 3 p.m. during the normal work week, Monday through Friday. Any operations on arterial or collector streets surrounding the OC Public Works facility will be performed between 9 a.m. and 3 p.m. If Contractor desires to work hours or days other than as provided, it may file a request subject to approval stating intended operations, hours and dates, with a reason for schedule change to the County PCA.
- J. **Equipment and Tools:**
1. Contractor shall, throughout the length of the Contract, provide all personnel, equipment, tools, materials, qualified supervision and other items and services necessary to perform herbicide applications.
  2. Contractor shall utilize, but not be limited to a truck mounted spray-rigs to access the areas to be treated by means of using spray heads, booms, or walking as necessary to access the work.
  3. Any spray equipment used for herbicide applications must be operated by Contractor's employee that possesses a QAC/QAL, with categories in Right of Way and Aquatics.
  4. All service performed shall be provided by the Contractor or persons in their employment. There shall be no subcontractors without the expressed written permission by the County and District.
  5. All equipment used for herbicide applications shall comply with all applicable State, Federal, CDPR, and Cal OSHA Regulations and shall be maintained in a clean manner. No equipment shall be stored on site.
- K. **Materials:**
1. Material Safety Data Sheets, (hereinafter referred to as "MSDS") shall be submitted for all chemicals to be used. The MSDS and current labels for all products being applied on County's and District's right-of-ways shall be present at the application site during all application events during the term of the Contract.
  2. Herbicides to be used for treatment of County's and District's right-of-ways at minimum shall be:
    - a. **Pre-emergent Solution #1:**
      - i. Aquatic Glyphosate - Rodeo at 1 quart
      - ii. Indaziflam - Esplanade 200 SC at 5 fluid ounces
      - iii. Aminopyralid - Milestone at 7 ounces
      - iv. Non-Ionic Surfactant – Grounded-CA at 1 quart
      - v. Non-Ionic Surfactant – Agri-dex at 1 quart

- vi. Solution - 50 gallons with water
- b. Pre-emergent Solution #2:**
  - vii. Aquatic Glyphosate - Rodeo at 1 quart
  - viii. Indaziflam - Esplanade 200 SC at 5 fluid ounces
  - ix. Sulfometuron methyl and chlorsulfuron - Landmark XP at 4.5 oz
  - x. Non-Ionic Surfactant – Grounded-CA at 1 quart
  - xi. Non-Ionic Surfactant – Agri-dex at 1 quart
  - xii. Solution - 50 gallons with water
- c. Pre-emergent Solution #3 (Selective):**
  - i. 2,4-D - Weedar 64 at 1.5 quarts
  - ii. Chlorsulfuron – Telar XP- 2 oz
  - iii. Non-ionic surfactant-Agri-dex at 1 quart
  - iv. Non-ionic surfactant-Grounded-CA at 1 quart
  - v. Solutions-50 gallons with water
  - vi. Water conditioner – Quest 1 quart
- d. Post-emergent Solution #1 (Selective):**
  - i. Chlorsulfuron - Telar 2 oz per acre
  - ii. 2,4-D - Weedar 64 – 1.5 quart per acre
  - iii. Agridex 1 quart per acre
  - iv. Grounded 2 pints per acre
- e. Post-emergent Solution #2 (Non-Selective Systemic):**
  - i. Aquatic Glyphosate – Rodeo at 2 quarts.
  - ii. Non-Ionic Surfactant – Agri-dex at 1 quart
  - iii. Solution- 50 gallons with water - Could require adding one pint of Garlon 3A for tougher to kill species
- f. Post-emergent Solution #3 (Non-Selective Contact):**
  - i. Diquat – Reward at 1 quart
  - ii. Non-Ionic Surfactant – Agri-dex at 1 quart
  - iii. Water conditioner – Quest 1 quart
  - iv. Solution - 50 gallons with water

**g. Post-emergent Solution #4 (Selective Systemic):**

- i. 2,4-D – Weedar 64 at 2 quarts
- ii. Non-Ionic Surfactant – Agri-dex at 1 quart
- iii. Water conditioner – Quest 1 quart
- iv. Solution – 50 gallons with water

**h. Post-emergent Solution #5 (Perennial Systemic):**

- i. Aquatic Triclopyr –Garlon 3A at 1 gallon
- ii. Non-ionic surfactant – Agri-dex at 1 quart
- iii. Water conditioner – Quest 1 quart
- iv. Solution – 50 gallons with water

**i. Post-emergent Solution #6 (Perennial Concentrated) diluted to 50%, as needed:**

- i. Garlon 3A – 4 quarts per gallon
- ii. Agri-Dex - .2 quarts per gallon

- 3. Only Rodeo, which is registered with Fed-EPA and CA-DPR as an aquatic use glyphosate, will be allowed to be sprayed directly into water per NPDES regulations. The amount of herbicide solution applied to inverts and water will be documented separately by proper measuring unit so that it may be documented in the NPDES report. This information will be submitted to County Vegetation and Pest Control Specialist at the completion of each scheduled bi-weekly.
- 4. Triclopyr will be applied to all woody, perennial plants including Mexican Fan Palms within County and District right of way's from fence-line to fence-line unless otherwise delineated through County and District provided work order. Contractor must pay close attention to work orders furnished to them by County and District to make sure not to treat desired landscape vegetation both annual and perennial.
- 5. All solutions must be formulated with appropriate non-ionic surfactants and adjuvants; drift control and anti-foaming agents as needed. Non-ionic aquatic use registered surfactants applied with Rodeo into waters of the U.S must be quantified and documented by specific unit of measure. The unit of measure for this purpose must be in quarts.
- 6. All herbicides formulations shall be combined with water in sufficient volume to provide uniformed coverage and applied at not less than fifty (50) gallons per acre.
- 7. Primary means of vegetation control shall be a pre-emergent soil application and foliar application when emerged vegetation is present. Certain limits (concrete) require a post-emergent application; these acres differ from pre-emergent limit acres.
- 8. Primary means of vegetation control shall be a foliar application. However, if there are woody plants/ trees present, a basal-bark treatment using triclopyr shall be used.
- 9. If changes in products and rates to an herbicide solution are necessary due to various factors (ineffective, weed resistance, etc.), the County PCA will inform the Contractor of the changes. The changes will be reflected in and assigned an equivalent solution.

**L. Responsibilities:**

1. Contractor shall inspect each area prior to application for the location of any hazards, adjacent properties with landscape, and any entry issues. The Contractor shall control their operation to avoid damage to these areas and will be responsible for any and all damages.
2. Contractor shall inform County PCA and get approval at any time they need assistance due to vehicle or equipment breakdown.
3. An accurate record of the chemical(s), application rate and total quantity applied, location, and time spent on specific project must be submitted to the County and District after application.
4. Contractor shall be responsible for planning, scheduling and reporting the progress of the work so as to insure its timely completion. All completed work orders for each specific site will be signed and dated by the licensed employee who completed the work, on the appropriate allotted lines and then resubmitted to the County's and District's Project Manager or designee at the end of that work week.
5. Herbicides must be mixed and applied on site. No herbicide applications will exceed the labeled rates. All requirements, including state and/or local requirements listed on the herbicide product label are to be followed. Failure to comply with the labeled instructions is a violation of federal and/or state laws.
6. Misuse of herbicides is subject to penalties, fines and damages by regulating entities. All herbicide formulations, residues and empty containers must be disposed of properly.
7. The Best Management Practices shall be used during all herbicide application activities.
8. The Contractor, as a minimum, shall meet or exceed the applicable requirements of the latest revision of the following codes and specifications published by the following organizations:
  - a. D.O.T. - DEPARTMENT OF TRANSPORTION
  - b. E.P.A. - ENVIRONMENTAL PROTECTION AGENCY
  - c. CAL-OSHA - CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ACT
  - d. CA-DPR-CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION
  - e. County of Orange Agricultural Commissioner
9. It is not the intent of this specification to limit in any way Contractor's responsibility for the work performed under this Contract. The Contractor shall be solely responsible for the work.
10. Contractor shall accomplish work with minimum interference to pedestrian and vehicular traffic, and on adjacent streets and highways. Contractor must provide proper traffic control.

**ATTACHMENT B**  
**PAYMENT/COMPENSATION**

1. **Compensation:** This is a firm fixed unit-fee usage Contract between the County and Contractor for Herbicide Application Services as set forth in Attachment A, "Scope of Work."

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed unit-fees and Total Not-To-Exceed Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County and District Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

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

A. Total unit cost per acre shall include all costs including direct/indirect labor charges, vehicle, all necessary equipment, tools, chemicals, overhead, travel, depreciation, other expenses and profit. Rate per acre shall be computed up to one hundredth (0.01) of an acre. Labor hours shall be computed up to one-quarter (1/4) of an hour.

B. Pricing: Herbicide Application Services:

Line Item	Description	Unit	Unit Cost
1	Pre-Emergent Solution #1	Acre	<b>\$134.00</b>
2	Pre-Emergent Solution #2	Acre	<b>\$144.00</b>
3	Pre-Emergent Solution #3 - Selective	Acre	<b>\$125.00</b>
4	Post-Emergent Solution #1 - Selective	Acre	<b>\$125.00</b>
5	Post-Emergent Solution #2 – Non-Selective Systemic	Acre	<b>\$77.00</b>
6	Post-Emergent Solution #3 – Non-Selective Contact	Acre	<b>\$87.00</b>
7	Post-Emergent Solution #4 – Selective Systemic	Acre	<b>\$71.00</b>
8	Post-Emergent Solution #5 – Perennial Systemic	Acre	<b>\$105.00</b>
9	Post-Emergent Solution #6 – Perennial Concentrated	Quart	<b>\$85.00</b>
10	Pest Control Advisor (Additional Consultation as needed)	Hour	<b>\$75.00</b>

C. **TOTAL CONTRACT AMOUNT NOT TO EXCEED:** ..... **\$1,830,000.00**

**Amendment No. 1**

**Between October 1, 2021 to September 30, 2022, Contract Not to Exceed.....\$610,000**

**Beginning October 1, 2021, Total Contract Not to Exceed.....\$2,440,000**

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County and District 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 and the Orange County Flood Control District. The County and District 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.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.  
  
Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange and the Orange County Flood Control District for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.  
  
Payments made by the County and District shall not preclude the right of the County and District from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.
7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

**Amendment No. 1**

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



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

Invoices and support documentation are to be forwarded to:

OC Public Works/OC Environmental Resources

Attn: Brian Glenn ~~Tammy Bragg~~

2301 N. Glassell Street

Orange, CA 92865-2703

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

## ATTACHMENT C STAFFING PLAN

### 1. Key Personnel

Name	Classification /Designation	Licenses/Certifications (Include license/ certification number)	Years of Experience	Length of Time with Firm

Contractor understands that the individuals represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by County and District. Substitution of Contractor's Key Personnel shall be allowed only with prior written approval of County's and District's Project Manager.

Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County and District written approval. County and District reserves the right to have any of Contractor personnel removed from providing services to County and District under this Contract. County and District are not required to provide any reason for the request for removal of any Contractor personnel.

### 2. Subcontractor(s)

Listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's and District's Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function