

**CONTRACT MA-080-13011980
FOR
CHANNEL CLEANING SERVICES**

THIS Contract MA-080-13011980 for Channel Cleaning 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 J. Orozco Enterprise Inc., DBA Orozco Landscape and Tree Company, (hereinafter referred to as "Contractor") with County and Contractor sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

RECITALS

WHEREAS, County, District and Contractor are entering into this Contract for Channel Cleaning Services under a Usage Contract; and,

WHEREAS, County solicited Channel Cleaning Services as set forth herein, and Contractor has represented that it is qualified to provide Channel Cleaning Services to County and District as further set forth herein; and,

WHEREAS, Contractor agrees to provide Channel Cleaning Services to County as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B and incorporated herein;

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which Contractor shall provide to County and District Channel Cleaning Services under a usage Contract, as set forth herein.
2. ~~**Term:** The initial term of this Contract shall become effective July 1, 2013 or upon the approval of the Orange County Board of Supervisors (serving as the governing board for both County and District), whichever occurs later, and shall continue for one (1) year from that date unless otherwise terminated as provided herein. This Contract may be renewed upon expiration of the initial term for four (4) additional years, upon mutual agreement of both Parties. County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.~~

AMENDMENT #1

2. **Term:** The initial term of this Contract shall become effective July 1, 2014 or upon the approval of the Orange County Board of Supervisors (serving as the governing board for both County and District), whichever occurs later, and shall continue for one (1) year from that date unless otherwise terminated as provided herein. This Contract may be renewed upon expiration of the initial term for three (3) additional years, upon mutual agreement of both Parties. County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.

AMENDMENT #2

2. **Term:** The initial term of this Contract shall become effective July 1, 2015 or upon the approval of the Orange County Board of Supervisors (serving as the governing board for both County and District), whichever occurs later, and shall continue for one (1) year from that date unless otherwise terminated as provided herein. This Contract may be renewed upon expiration of the initial term for two (2) additional years, upon mutual agreement of both Parties. County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.
3. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
4. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
5. **Contractor's Project Manager and Contractor Personnel:** Contractor shall appoint a Project Manager, as specified in Article 29. "Notices" to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld. Contractor's Project Manager and Contractor personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Contractor personnel are those individuals who report directly to Contractor's Project Manager. Contractor warrants that all Contractor personnel engaged in the performance of work under this Contract shall possess sufficient experience and/education to perform the services requested by County and District.
6. **County's Project Manager:** County shall appoint a Project Manager, as specified in Article 29. "Notices", to act as liaison between County, District and Contractor during the term of this Contract. County's Project Manager shall coordinate the activities of County staff assigned to work with Contractor.

County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager and Contractor personnel. County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within 14 calendar days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld.
7. **Conflict of Interest:** County of Orange Board of Supervisors' policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County and District employee for any purpose. Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests

of County and District. This obligation shall apply to Contractor; Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of County and District.

8. **Existing Site Conditions:** Information respecting the site of the work given in drawings or specifications has been obtained by County and District's representatives and is believed to be reasonably correct, but County and District do not warrant either the completeness or accuracy of such information, and it is the responsibility of Contractor to verify all such information.
9. **Hazardous Conditions:** Whenever Contractor's operations create a condition hazardous to traffic or to the public, Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to County and District. Contractor shall comply with County and District directives regarding potential hazards.

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

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

10. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County and District. 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 County and District are expressly stated in the Contract.
11. **Licenses:** Contractor and his subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Contractor and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entity.
12. **Contractor's Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of work under this Contract shall possess sufficient experience and/education to perform the services requested by County. County expressly retains the right to have any of Contractor personnel removed from performing services under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to County and District under this

Contract within one business day of notification by County. County shall submit the request in writing to Contractor's Project Manager. County and District are not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.

13. **Usage:** No guarantee is given by County and District to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. Contractor agrees to supply services and/or commodities requested, as needed by County and District, at prices listed in the Contract, regardless of quantity requested. Orders may be placed against this Contract at the convenience of the using agency/department.
14. **Usage Reports:** Upon County and District request, Contractor shall submit usage reports to County and District which shall include, at minimum, summarized quantities used during the Contract period by line item description as specified in the Contract. The usage report shall be in a format specified by County and District.
15. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other County of Orange agencies/departments ("cooperative entities"). Cooperative entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. County of Orange makes no guarantee of usage by other users of this Contract. County of Orange may authorize the loading of this agreement into an electronic commerce system.

Contractor shall be required to maintain a list of the cooperative entities that have used this Contract. The list shall report dollar volumes spent quarterly and annually and shall be provided on a quarterly basis to County lead agency.

16. **Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in the County of Orange for a period of seven (7) years. Storage of records in another County will require special clearance from County's Project Manager for this project.
17. **Audits/Inspections:** Contractor agrees to permit County and District, which may include the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County), access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. County and District will provide reasonable notice of such an audit or inspection.

County and District reserve the right to audit and verify 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 County and District to audit records and interview staff of any Subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to County's Project Manager.

18. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of County. Failure of 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. Failure to cure such breach within 60 calendar days of notice from County shall constitute grounds for termination of the Contract.
19. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by County and District, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County and District approval.
20. **News/Information Release:** Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from County and District through County's Project Manager. Any requests for interviews or information received by the media should be referred directly to County. Contractors are not authorized to serve as a media spokespersons for County and District projects without first obtaining permission from County's Project Manager.
21. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event County and District may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - i. Afford Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - ii. Discontinue payment to Contractor for and during the period in which Contractor is in breach and offset against any monies billed by Contractor but yet unpaid by County and District those monies disallowed pursuant to the above.
 - iii. Terminate the Contract immediately without penalty.

22. **Contract Disputes:** 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 Contractor's Supervisor and County's Project Manager as specified in Article 29. "Notices" by way of the following process, such matter shall be brought to the attention of County DPA by way of the following process:
- i. Contractor shall submit to County DPA 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 County and District, on their own initiative, have already rendered such a final decision.
 - ii. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, 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 Contractor believes County and District are liable.
 - iii. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of County and District shall be expressly identified as such, shall be in writing, and shall be signed by County DPA or his designee. If County and District fail to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. County and District's final decision shall be conclusive and binding regarding the dispute unless Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of County and District's final decision or one year following the accrual of the cause of action, whichever is later.
23. **Orderly Termination:** 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 execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
24. **Expenditure Limit:** Contractor shall notify County's Project Manager in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. 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 an amendment to cover those costs has been issued.
25. **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 personnel prior to submission to County and District. Contractor agrees that County and District's review is discretionary and Contractor shall not assume that County and District will discover errors and/or omissions. If County and District discover 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

County and District or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County and District approval thereof, County and District's approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between County and District and Contractor, and the reports, files or documents will be returned to Contractor for correction.

26. **Ownership of Documents:** County and District have permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of County and District and may be used by County and District as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County and District.
27. **Prevailing Wage (Labor Code Section 1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in the locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the County's Clerk of the Board Office, and from the Director of the Department of Industrial Relations (DIR) at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
28. **Title to Data:** All materials, documents, data or information obtained from County and District data files or any County or District medium furnished to Contractor in the performance of this Contract will at all times remain the property of County and District. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County and District. All materials, documents, data or information, including copies, must be returned to County and District at the end of this Contract.
29. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of County's Project Manager and Contractor's Project Manager routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

County/District: OC Public Works/Operations & Maintenance Division
Attn: John Dean
2301 N. Glassell Street
Orange, CA 92865

Phone: 714.955.0241
Email: john.dean@ocpw.ocgov.com

cc: OC Public Works/Procurement Division
Attn: Tim Schindler, County DPA
2301 N. Glassell Street, 2nd Floor
Orange, CA 92865
Phone: 714.955.0253
Email: tim.schindler@ocpw.ocgov.com

Contractor: J. Orozco Enterprise Inc.
DBA Orozco Landscape and Tree Company
Attn: Carlos Orozco
1419 S. East End Ave.,
Pomona, CA 91766
Phone: 909.623.8287
Email: carlos@orozcolandscape.com

30. **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 trial to another County.
31. **Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, when accepted by Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 District 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 County's Purchasing Agent or his designee.
32. **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 in writing.
33. **Taxes:** All prices shall include any applicable sales tax.
34. **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 description, or services that do not conform to the prescribed Scope 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. Overshipments and undershipments 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.

35. **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 services have been provided.
36. **Warranty:** Contractor expressly warrants that the goods/services 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 "62" below, and as more fully described in article "62", 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.
37. **Assignment or Subcontracting:** 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 or subcontracted by Contractor without the express written consent of County and District. Any attempt by Contractor to assign or subcontract 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.
38. **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 all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
39. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County and District have the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate the Contract shall relieve County and District of all further obligations.
40. **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.

41. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
42. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor its employees nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County and District. Neither Contractor, employees nor anyone working for Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County and District.
43. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County 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 Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
44. **Insurance Provisions:** Prior to the provisions of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with County Certificates of Insurance, including all endorsements required herein, necessary to satisfy County and District that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by County Executive Office (CEO)/Office of Risk Management.

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

Qualified Insurer: Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A-(Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

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

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability	\$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 2010 or CG 2033 or a form at least as broad naming County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by County of Orange shall be excess and non-contributing.

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against County and District, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Contract shall give County and District 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

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:

County of Orange, OC Public Works
Attn: Tim Schindler
2301 N. Glassell Street
Orange, CA 92865

If Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing 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 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 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.

45. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article “62” below, indemnify, defend, and hold County and District harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
46. **Changes:** Contractor shall make no changes in the work or perform any additional work without County and District’s specific written approval.
47. **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, 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 County and District.
48. **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.

49. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County, District and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
50. **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 "62" below, Contractor agrees that it shall defend, indemnify and hold County and District and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
51. **Freight (F.O.B. Destination):** 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.
52. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
53. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
54. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
55. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
56. **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.
57. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
58. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

59. **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 has 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 of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
60. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
61. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County and District, and hold harmless, County and District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or 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.
62. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County and District, and hold County and District, their 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown below their respective signatures below.

**J. OROZCO ENTERPRISES INC.,
DBA OROZCO LANDSCAPE AND TREE COMPANY***
a state of California corporation

By: [Signature]
Print Name: JOSE J. OROZCO
Title: president
Corporate Officer
Date: 5/15/13

By: [Signature]
Print Name: JOSE J. OROZCO
Title: Secretary
Corporate Officer
Date: 5/15/13

COUNTY OF ORANGE
a political subdivision of the state of California

By: [Signature]
Print Name: KAREN E. KROEN
Title: DEPUTY SUPERVISOR
AVENUE
Date: 06/25/13

ORANGE COUNTY FLOOD CONTROL DISTRICT
a body corporate and politic

By: [Signature]
Print Name: KAREN E. KROEN
Title: DEPUTY SUPERVISOR
AVENUE
Date: 06/25/13

APPROVED AS TO FORM:
County Counsel

By: [Signature]
Deputy
Date: 5.17.13

* 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 signator 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 Channel Cleaning Services. Services shall be provided on an as-needed basis as required by County and District.
- II. DESCRIPTION OF WORK:** This Contract is for Channel Cleaning Services at various County and District locations as required by County and District.
- A. Location of Work: Work locations for this Contract shall be flood control channels of various sizes and locations throughout Orange County. This Contract does not include work on any City or County roadways, or private streets, with the County and District.
- B. Flood control channel general maintenance cleaning consists of those items of work necessary to maintain channel water flow and permit access of maintenance vehicles and personnel.
- C. Work to be done shall consist of removal of trash, debris, obstructions, and silt from the channel invert; trimming and clearing vegetation along vehicular and pedestrian access roads; and the removal of vegetation from channel slopes, inverts, expansion joints, weep holes and side inlets.
- III. CONTRACTOR REQUIREMENTS:**
- A. Contractor shall hold an active C-27 – Landscaping Contractor license issued by the California State Contractors License Board.
- B. Contractor shall maintain an accurate record showing name of employee, classification, actual hours worked, wages paid and benefits paid to each employee. This record will be subjected to inspection of County and District and State Division of Labor Law Enforcement in accordance with provisions of the State Labor Code 1776.
- C. Contractor agrees to permit County’s Auditor-Controller or Director, OC Public Works, or their authorized representative, access during normal working hours to all books, accounts, records, reports files and other papers of property of Contractor for purpose of auditing any aspects of performance under Contract.
- D. Conduct: Contractor personnel providing services under this Contract shall not be incompetent, disorderly, under the influence of alcohol or drugs, or fail or refuse to perform the work properly and at a level acceptable to the 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 Contract personnel. Contractor shall effectuate removal of the requested Contractor personnel within three (3) business days.
- E. Supervision: Contractor shall 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 shall be able to communicate effectively in both written and oral English.

IV. CONTRACTOR PERFORMANCE REQUIREMENTS:

- A. **Worksite Limits:** All operations shall be restricted to Orange County Flood Control District channel 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's Project Manager and written permission from affected property owner.
- B. **Equipment and Tools:** Contractor shall furnish all hand tools, power equipment and safety equipment necessary to accomplish specified work.
1. Contractor shall provide portable water readily available at all times for each crew.
 2. Contractor shall conform to all AQMD regulations, which may apply to the types of equipment utilized under this Contract.
 3. Hand tools shall include, but not be limited to, gas powered weed eaters, chain saws, loppers, pole pruners, hand saws, whip hoes, shovels, hoes, rakes, trash cans and/or tarps and other tools and equipment as required for the removal of weeds, debris, minor silt, and vegetative growth.
 4. All equipment shall be fueled and maintained outside of County and District right-of-ways.
- C. **Required Hauling Equipment:** Contractor shall provide proper hauling equipment such as suitable flatbed hydraulic dump trucks with high sides, chipper trucks, and/or trash compactor trucks throughout the Contract operations.
1. All equipment shall be kept in good repair and conform to all State and local laws.
 2. All trucks shall be equipped with rear flashing lights.
 3. All Contractor personnel operating haul equipment for County and District purposes must have a valid California Driver's License issued by the California Department of Motor Vehicles (DMV).
 4. Contractor is responsible for ensuring that all proper DMV requirements such as medical certificate, proper endorsements, etc. are current and shall provide a copy this information to County's Project Manager upon request.
 5. No equipment shall be operated in pond or flowing water at any time.
 6. All equipment shall be fueled and maintained outside of County and District right-of-ways
- D. **Travel Time:** No Portal to Portal charges shall be allowed. All costs for travel time between flood control channels 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. **Disposal Fees:** All costs for refuse disposal shall be considered as included in various items of work involved and no additional compensation will be allowed therefore. Contractor shall be responsible for all dump/disposal fees in all unit prices quoted.

- F. Working Hours: Contractor shall conduct all operations between 7 a.m. and 4 p.m., Monday through Friday. If Contractor desires to work hours or days other than as provided, it may file a written request, subject to approval by County's Project Manager, stating their intended operations, hours and dates, and a reason for schedule change.
- G. Sound Control: Contractor shall comply with all County and local sound control and noise level rules, regulations, and ordinance, which apply to any work performed pursuant to the Contract, and will make every effort to control any undue noise resulting from its operation.
- H. Dust Control: Contractor shall perform his operations in such a manner as to limit dust.
 - 1. Contractor will not create dust in such a quantity as to violate the Air Quality Management District (AQMD) regulations.
 - 2. Contractor is responsible for sweeping adjacent sidewalks and roadways of any dirt and debris left behind from their equipment entering and exiting County Flood Control channels. This should include the use of a street sweeper if necessary to completely remove any debris on the roadways.
- I. Debris Removal: All trash and debris will be removed from work area by the end of each working day.
 - 1. At other times during the progress of work, when required, Contractor shall remove all surplus materials, rubbish, and debris resulting from the work.
 - 2. Work area will be left in a neat, clean and acceptable condition as approved by County's Project Manager.
 - 3. No stockpile of debris will be allowed at the site unless prior authorization is given by County's Project Manager.
 - 4. Contractor shall pick up and dispose of materials at a site outside of County and District right-of-way approved for disposal of such materials.
 - 5. Any debris dropped on the public street during entrance or exit of the site will be removed immediately by Contractor.
- J. Water: Contractor shall furnish all water required for performance of this work, will make all arrangements for obtaining all water with the governing water district, and will comply with all requirements set forth by the governing water district.
- K. Utilities: Underground main distribution conduits such as water, gas, sewer, electrical power, telephone, or cable television may not be affected by the work indicated in the work packages since only surface excavation is required. Contractor shall assume that every property parcel will be served by a service connection for each type of utility and will protect all such service connection. Contractor shall contact UNDERGROUND SERVICE ALERT (USA) at (800)422-4133 for all subsurface excavation and will contact utility companies to mark locations if necessary.
- L. Protection and Restoration of Existing Areas: 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's Project Manager. Repairs and/or replacements shall be equal to original in all aspects.

M. 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 or 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 Occupational Safety and Health Administration (OSHA) and CAL/OSHA Safety orders at all times so as to protect all persons, including Contractor's employees and agents, against injury or damage to property.

N. 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>
 as

- a) IC7 b) IC17 c) IC18 d) IC19 e) IC21

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.
 7. Contractor may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the County's Project Manager for review and approval prior to implementation.
 - a) County's Project Manager may visit the job sites and/or review Contractor's records at any time to assure that activities conducted on the job sites comply with the requirements of this section. Contractor may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this section.
- O. Scheduling: County and District staff reviews, prioritizes and "packages" channel cleaning locations.
1. Contractor shall furnish a schedule to County's Project Manager within forty-eight (48) hours of receiving work package indicating the dates and locations for scheduled work.
 2. Contract shall start working within five (5) business days upon receipt of packaged work from County's Project Manager.
- P. Identification and Scheduling of Work: Work requests for Contract work are reviewed, prioritized and packaged by County and District staff.
1. Upon receipt of a package, County's Project Manager shall forward the work requested to Contractor by mail, fax or email.
 2. The packages shall include example photos, facility name, location, map page, cross streets, and estimated linear footage to be completed.
 3. This Contract is considered seasonal work and is normally accomplished from May to September of each Contract year, but may be utilized at any time during the Contract year.
- Q. Acceptance of Work: All work is to be completed within the allotted time or as determined by County's Project Manager.
1. Contractor shall provide County's Project Manager with a list of project locations requiring final inspection within two working days of completion.

2. The list may be verbal or faxed to (714) 955-0378 to County's Project Manager. County and District will notify Contractor of any deficiencies within three (3) business days.
 3. Correction of work is required within seven (7) calendar days of receipt of the notification by County and District.
 4. All work at a location must be satisfactorily completed and approved by County and District prior to final approval for payment of that location.
- R. Deficient Performance: Liquidated damages shall be applied to deficient performance and/or late completion. Parties hereto agree that it is impracticable or extremely difficult to determine actual damages County and District shall sustain by reason of delay in performance. Therefore, Two Hundred Fifty Dollars (\$250.00) will be deducted and withheld from payments due or to become due to Contractor for each calendar day work is incomplete beyond the scheduled day, unless Contractor receives prior authorization for an extension of time by County's Project Manager.

V. SPECIFICATIONS:

- A. Debris Removal: All trash, debris, and obstructions including shopping carts, rocks, limbs or branches, paper, wood, cans, etc. shall be removed from the channel invert, access roads and walkways. Access roads and walkways should be cleaned of all debris and neat in appearance. Concrete channel inverts shall have a swept appearance when completed.
- B. Silt Removal: Only minor deposits of silt in concrete bottom channels should be removed manually and only when such deposits restrict low volume water flow creating pools etc. Large silt deposits should be noted by Contractor's Project Manager on the Work Assignment Sheet for consideration of removal by mechanical means. No silt should be removed from earth or soft bottom channels.
- C. Tree Trimming: Trimming shall be done in a neat manner utilizing the proper tools. Trees over hanging channel right-of-way shall be trimmed in a vertical line with the right-of-way fence. The trees should be trimmed to the minimum height requirements as stated below. Please note: Contractor must notify owner prior to trimming any fruit trees.
1. Vehicles roadway side: 16' - 0"
 2. Inspection walkway side: 10' - 0"
 3. Equestrian Trail: 12' - 0"
- D. Shrub Trimming:
1. Shrubs Outside Right-of-way: All shrubs and vegetation growing on or through the right-of-way fence shall be cut back to right-of-way fence fabric. All shrubs and vegetation growing over the right-of-way fence shall be cut in a vertical line with the fence to the following minimum height requirements:
 - a. Vehicle roadway side: 16' - 0"
 - b. Inspection walkway side: 10' - 0"
 2. Shrubs Inside Right-of-way: All shrubs intentionally planted on County and District right-of-way shall be trimmed to the specifications provided by County's

Project Manager and subject to the approval of landscape supervisor to top of fence. This shall include removal of any portions of shrubs that might be growing through or over the right-of-way fence.

a. Clear distance to top of channel: 16' – 0"

or

b. Distance from shrub trunk to channel side trim line: 3' – 0"

3. In addition, shrubs shall be trimmed for overall shape and appearance (Intent of trimming is to reduce shrub size to allow access and prevent encroachment through or over fences and over roadways while maintaining the screening effect).
4. All branches and limbs shall be removed to a height of eighteen (18) inches above the ground for clearance.

E. Groundcover:

1. Concrete Channels: All ice plant, ivy and vegetation shall be removed from the concrete lining to a point twelve (12) inches above or behind the concrete lining; thus exposing a twelve (12) inch area of dirt. All ice plant, ivy, and vegetation shall be removed from expansion joints, weep holes and side inlets. Vegetation shall be pulled rather than cut to retard growth.
2. Earth Channels: All ice plant, ivy and vegetation shall be removed from the channel bottom, in front of and around all side inlets, and from the entire slope area. Vegetation shall be pulled rather than cut to retard growth.
3. Roadway Areas: All ice plant, ivy and vegetation shall be removed from the roadway area, from the top of the channel slope or wall to the right-of-way fence.
4. Gate Areas: All ice plant, ivy and vegetation shall be removed from the area around all gates to allow free swing with an additional one foot clearance.
5. Exception: Grasses shall not be removed where acting as erosion control. These grasses shall be cut to a height ranging from four to six (4" – 6") inches. Large areas should be noted on the Work Assignment Sheet and rescheduled for mechanical mowing.

F. Vegetation Removal:

1. Crews shall remove all shrubs and vegetation unintentionally growing on channel slopes and access walkways.
2. Where the trunk is less than four (4) inches vegetation shall be removed by pulling to remove roots.
3. Where the trunk is greater than four (4) inches vegetation shall be cut a maximum of two (2) inches above the ground and the stump shall be completely and thoroughly sprayed.
4. Crew shall be familiar with and not remove or trim any native vegetation species. Any native vegetation shall be noted on the work order and brought to the attention of County's Project Manager.

**ATTACHMENT B
 CONTRACTOR’S PRICING**

I. COMPENSATION: This is a usage Contract between County and District and Contractor for Channel Cleaning Services on an as needed basis, as set forth in Attachment A “Scope of Work”.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, equipment, materials and incidentals required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **County and District shall have no obligation to pay any sum in excess of the Price per Linear Foot and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles 32 and 46 of County Contract Terms and Conditions.**

II. FEES AND CHARGES: County and District will pay the following prices in accordance with the provisions of this Contract.

A. Pricing: Pricing shall be per Linear Foot (LF), as determined in the line item.

Line Item	Description	Unit	Unit Cost
1.	Channel Cleaning (right-of-way to right-of-way) Shall include: Removal of trash, debris, obstructions, and silt from the channel invert; trimming and clearing vegetation along vehicular and pedestrian access roads; and the removal of vegetation from channel slopes, inverts, expansion joints, weep holes and side inlets.	LF	\$1.10

~~B. **TOTAL CONTRACT AMOUNT:** **\$750,000.00**~~

AMENDMENT #2
B. TOTAL CONTRACT AMOUNT NOT TO EXCEED:..... \$ 500,000.00

III. PRICE INCREASES/DECREASES: No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to County and District. County and District requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of one hundred twenty (120) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. County and District may enforce, adjust, 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 Contractor’s profit will not be allowed.

IV. FIRM DISCOUNT AND PRICING STRUCTURE: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed

along to County and District during the term of this Contract not otherwise specified and provided for within this Contract.

- V. PAYMENT TERMS:** Invoices are to be submitted in arrears, after services have been received. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by County and District and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County and District for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction.

Billing shall cover services not previously invoiced. Contractor shall reimburse the County of Orange for any monies paid to Contractor for services not provided, or when services do not meet the contract requirements.

Payments made by County shall not preclude the right of County and District from thereafter disputing any items involved or billed under this contract and shall not be construed as acceptance of any part of the services.

- VI. INVOICING INSTRUCTIONS:** Contractor will provide an invoice on Contractor's letterhead. Each invoice will have a unique number and will include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from (A), above
- C. Name of County agency/department
- D. Delivery/service address
- E. Contract number
- F. Service Date
- G. Description of Services
- H. Total
- I. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works/Operations & Maintenance Division
Attn: John Dean
2301 N. Glassell St., 2nd Floor
Orange, CA 92865