

CONTRACT MA-012-19011131

BETWEEN

THE COUNTY OF ORANGE

AND

MISSION LANDSCAPE INC.

FOR

LANDSCAPE MAINTENANCE SERVICES
FOR HISTORIC SITES



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This Contract MA-012-19011131 for Landscape Maintenance Services for Historic Sites, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of OC Community Resources, hereinafter referred to as “County” and Mission Landscape Inc. with a place of business at 536 East Dyer Road, Santa Ana, CA 92707, hereinafter referred to as “Contractor”, with County and Contractor sometimes individually referred to as “Party”, or collectively referred to as “Parties”.

ATTACHMENTS

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

Attachment A – Scope of Work
Attachment B – Payment/Compensation
Attachment C – Fee Schedule
Attachment D – Staffing Plan
Appendices – 1 through 8

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (“RFP”) for Landscape Maintenance Services; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

I. General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

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

Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

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

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

Qualified Insurer

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

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

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

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

Employers' Liability Insurance	\$1,000,000 per occurrence
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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 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage, which 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, employees and agents***, 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, employees and agents when acting within the scope of their appointment or employment.

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

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

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

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

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

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

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

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under 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.

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

services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

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

Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

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

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

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

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Landscape Maintenance 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, whichever occurs later and continue for three (3) years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms, upon mutual consent of the Parties. The County 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. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Terminate the Contract immediately, pursuant to Section K herein;

- b. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
5. **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.
6. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
7. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
8. **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 shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.
- The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.
9. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

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 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. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
12. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
13. **Cooperative Contract:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental 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. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract 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 and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. 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, at the County's request.

14. **County of Orange Child Support Enforcement:** Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
15. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or

indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

16. **Default – Re-procurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
17. **Disputes – Contract:**
- a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 - i. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - ii. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
 - b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

18. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

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

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

- a. The Contractor has made false certification, or
- b. The Contractor violates the certification by failing to carry out the requirements as noted above.

19. **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 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, subparagraph 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

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 through the County's Project Manager.
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: Mission Landscape Inc.
Attention: Tim Abbott
Vice President of Business Development
536 East Dyer Road
Santa Ana, CA 92707
Ph: 714.448.3775

County: OC Parks
Attention: Kathy Williams, Senior Maintenance Coordinator
13042 Old Myford Road
Irvine, CA 92602
Email: Kathy.williams@ocparks.com
Ph: 949.923.2278

Assigned DPA: County of Orange
Mauricio Escobar, DPA
OCCR/OC Parks Purchasing and Contracts Services
13042 Old Myford Road
Irvine, CA 92602

Email: Mauricio.escobar@ocparks.com
Ph: 949.923.3725

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 a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
25. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
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.
27. **Prevailing Wage (Labor Code 1773)** Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
- a. **Wage Rates**
Contractor and any Subcontractor(s) shall comply with the provisions of California Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post all job site notices as required by Labor Code Section 1771.4(a), including a copy of these wage rates for each craft, classification, or type of worker needed in the performance of this Contract. Copies of these rates are on file at the principal office of OWNER's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.
- b. **Wage Rate Penalty**

Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Section 1775. Contractor and any Subcontractor(s) shall be subject to a penalty in an amount up to \$200, or a higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done by the Contractor or Subcontractor(s) under the Contract.

c. Work Hourly Penalty

As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours shall constitute a legal week's work. The time of service of any worker employed under the Contract shall be restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as provided herein.

Contractor shall forfeit to OWNER \$25, or a higher amount as provided by Labor Code Section 1813, for each worker employed in the performance of this Contract by Contractor or by any Subcontractor(s) for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except as provided by Labor Code Section 1815.

d. Registrations of Contractors

Contractor and all Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.

e. Payroll Records

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

The requirements of Labor Code Section 1776 provide in part:

- i. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.
- ii. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - 1) The information contained in the payroll record is true and correct.
 - 2) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- iv. Contractor shall inform OWNER of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.

- v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to OWNER, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to OWNER, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this Section due to the failure of a Subcontractor to comply with this Section.
28. **Permits and Licenses:** Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.
29. **Pollution Controls:** The County of Orange is subject to two Municipal National Pollutant Discharge Elimination System (NPDES) Permits which authorize the discharge of stormwater from its municipal separate storm sewer system (MS4). The requirements differ depending on the geographic location of the project. The two governing permits are the Santa Ana Regional Water Quality Control Board Order number R8-2009-0030 NPDES No. CAS618030 and the San Diego Regional Water Quality Control Board Order number 2009-0002, NPDES No. CAS0108740. Copies of the RWQCB Permits are available for review.

The County implements procedures to assess potential water quality impacts to receiving water bodies and ensure that flood management processes and ensure that flood management processes and projects do not contribute pollutants to receiving waters to the maximum extent practicable.

Per the subject permits the COUNTY is required to prepare and update a Stormwater Program Local Implementation Plan (LIP) which details how compliance with requirements of the MS4 Permits will be maintained. Model maintenance procedures relevant to the County's municipal facilities and field programs were prepared and are included in the County of Orange LIP The Model Maintenance Procedures apply to any party conducting municipal activities and must contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality.

Work performed under this Contract shall conform to the Permit requirements, the LIP and the Model Maintenance Procedures. The Contractor shall fully understand the Model Maintenance Procedures applicable to activities that are being conducted under this Contract prior to conducting them and maintain copies of the Model Maintenance Procedures throughout the Contract duration. The applicable Model Maintenance Procedures are available at: <http://www.ocwatersheds.com/MunicipalActivities.aspx>.

Contractor must also comply with the California Department of Pesticide Regulation New Restrictions to Protect Water Quality in Urban Areas posted at: http://www.cdpr.ca.gov/docs/legbills/rulepkgs/11-004/text_final.pdf.

30. **Equipment Maintenance Services-Parts:** Contractor shall furnish and install all new parts, materials and lubricants which meet or exceed the original equipment manufacturer's specifications. Any parts

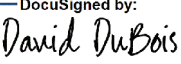
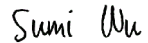
other than those manufactured by the original equipment manufacturer shall be approved by the County before being incorporated in the work performed by the Contractor under this contract. The Contractor shall maintain a reasonable supply of the parts needed under this contract and maintain a reasonable supply system for the acquisition of additional parts, either immediately or with minimal delay.

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

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following the signature.

CONTRACTOR: MISSION LANDSCAPE INC.*

David DuBois	President
Print Name	Title
DocuSigned by: 	2/27/2019
F177B2372AEA4F5...	Date
Sumi Wu	CFO
Print Name	Title
DocuSigned by: 	2/27/2019
A8397D65700041B...	Date

*Pursuant to California Corporations Code Section 313, if the Contracting party is a corporation,
two (2) signatures are required:


- 1) The document must be signed by two people. One of them must be the chairman of the board, the president or any vice-president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
- 2) One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

COUNTY OF ORANGE

A political subdivision of the State of California

Print Name	Title
Signature	Date

APPROVED AS TO FORM
County Counsel

By:  _____
 C4E3686C1E6D4FD...
 Date: 2/27/2019

ATTACHMENT A SCOPE OF WORK

I. DEFINITIONS

- A. **“Contractor”** means the individual, partnership, corporation, joint venture, or other legal entity entering into a Contract with County to perform the work.
- B. **“Contractor Supervisor”** means the person designated by Contractor to oversee Contractor’s employees in the performance of the work under this Contract.
- C. **“County”** means the County of Orange.
- D. **“Daily”** means every day, Monday through Sunday unless otherwise indicated.
- E. **“Extra Work”** means work that may be required to be performed where special conditions dictate that a frequency greater than that specified is necessary. All Extra Work requires written authorization from the Inspector.
- F. **“Facility or Hardscape Area”** means all non-turf and non-landscape areas covered in a hard or solid material such as asphalt, concrete, brick, sand or decomposed granite, e.g., roadways, sidewalks, trail, tennis courts, picnic shelters, etc.
- G. **“Holidays”** means New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
- H. **“Inspector”** means the County representative, or designee, designated to inspect the contracted work at the listed Park.
- I. **“Landscape Area”** means all non-turf areas such as parkways, planters, flower beds and undeveloped areas that require landscape, irrigation and weed control.
- J. **“Major Irrigation Repair Work”** means repairs to the irrigation system that is not considered Standard Irrigation Repair Work.
- K. **“Major Park Holidays”** means Easter, Mother’s Day, Memorial Day, Fourth of July, and Labor Day.
- L. **“NPDES”** means the National Pollutant Discharge Elimination System.
- M. **“OC Community Resources”** means OC Community Resources, an agency of the County of Orange.
- N. **“OC Parks”** or **“Orange County Parks”** means the department within OC Community Resources responsible for management and operation of County regional parks and recreational areas.
- O. **“Park”** or **“Park Facilities”** means all developed and undeveloped areas of the listed County regional park.
- P. **“Purchasing Agent”** means the County Purchasing Agent or his designees, authorized to act on the Purchasing Agent’s behalf in regards to this Contract.
- Q. **“Standard Irrigation Repair Work”** means standard repairs to the irrigation system that includes

replacement of adjusting pins, washers, trip assemblies and other small parts. This shall also include flushing and cleaning of drip irrigation system lines, filters, screens and emitters and the clearing of obstructions and correcting malfunctions that do not require the replacement of any parts.

- R. **“Standard Work”** means a spectrum of activities including turf mowing and edging, maintenance of landscape and hard-scape areas, maintenance of the irrigation system (minor repairs only), cleaning of facilities, weed control and trash pick-up.
- S. **“Turf Area”** means all developed turf areas of the listed County Regional Park.
- T. **“Weekly”** means the Monday through Friday.
- U. **“Work”** means the services to be completed under this Contract and to include furnishing all labor, materials and equipment.

II. GENERAL REQUIREMENTS

- A. The Contractor shall provide all landscape maintenance services required for the areas specified herein as specified in the Contract. The work shall include all mowing, edging, pruning and trimming of shrubs, servicing and repairing of irrigation systems, weeding, planting, and replanting required to maintain the appearance and sound growth conditions in all turf and landscape areas.
- B. The Contractor shall provide all labor (including, required professional and supervisory services), tools, equipment (including vehicles), materials and incidentals necessary to ensure that grounds and landscape maintenance services is performed at the listed County property in a manner that will maintain healthy grass, trees, shrubs, vines and plants and present a clean, neat, manicured, and professional appearance. The Contractor’s work force shall perform all services associated with general grounds and landscape maintenance duties. This will include all management and preventative maintenance actions in addition to the specific tasks addressed in the Scope of Work. Contractor shall take precautions to prevent scalping, uneven mowing, (cutting by equipment) and damage to flowering plants, trees, shrubs, vines, picnic tables, barbeques, benches, and sprinkler heads. The Contractor shall repair damaged turf and replace flowering plants, shrubs, trees, vines and sprinkler heads damaged during mowing or edging operations.
- C. Contractor’s materials and equipment shall not be stocked or stored at the listed County regional park except as authorized by the Inspector.
- D. All work shall be done in a professional and workman like manner, and at those times that will not inconvenience either the public or operations at the Parks. Care shall be taken not to damage vehicles or other property from water or Contractor’s operations.
- E. Underground utilities may exist in all areas to be serviced under this Contract. Special care shall be exercised during cultivation and excavation.
- F. All Contractor equipment shall be kept in good repair and conform to all state and local laws. All equipment shall be subject to inspection, any equipment found to be in need of repair, unsafe or producing poor quality work shall be removed from service at Inspectors request.
- G. The Contractor shall maintain an office within fifty (50) miles of Orange County with a telephone answering system such that twenty-four (24) hour emergency notification is possible or provide

emergency contact name(s) and phone number(s) such that twenty-four (24) hour emergency notification is possible. All calls shall be returned within two (2) hours.

- H. Contractor shall not enter upon any adjacent property for the purpose of conducting operations required under this Contract unless the Contractor has obtained written permission from the affected property owner.

III. CONTROL OF WORK

- A. Performance Standards: The Scope of Work defines the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule its operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide thorough maintenance of the turf and landscaped areas including irrigation system repair, trimming, pruning of shrubs, weed control and facility maintenance.
- B. Inspector: County shall designate an Inspector to inspect the work performed and administer the on-site provisions of the Contract.
- C. Deficient Performance:
1. The Inspector shall inspect the performance of the work as to adherence to the Contract Specifications and Scope of Work. The County reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance and to perform or contract for the necessary service if, or when, the work under this Contract is incomplete.

The Contractor shall be notified both verbally and in writing each time its performance is unsatisfactory and corrective action is necessary.
 2. The Contractor shall complete corrective action within the following time frames subsequent to verbal notification:
 - a. Major irrigation within twelve (12) hours.
 - b. Other irrigation within forty-eight (48) hours.
 - c. Other deficiencies within seven (7) days.
 3. Failure to correct the deficiency within the time specified shall result in the deduction of payment as provided on the Payment Deduction Schedule below.
 4. Deductions from monthly performance payments shall be divided into four categories:
 - a. Performance on Schedule:
 - i. Failure of the Contractor will result in damages in the additional inspection, administration and complaints by the public being sustained in OCCR Purchasing & Contract Services.
 - ii. The sum of Two-Hundred Fifty Dollars (\$250.00) for the first failure and Five Hundred Dollars (\$500.00) for thereafter per day will be deducted and forfeited from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or specifications, except for mowing/mechanical edging which shall be Two-Hundred Fifty dollars (\$250.00) per instance.

- b. Minor Deficiencies:
 - i. An additional amount equal to the percentage incomplete times the value for each item from the Payment Deduction Schedule will also be deducted and forfeited from payments to the Contractor.
 - ii. On certain activities the Contractor will be granted partial payment when it completes the work after the schedule time yet still within acceptable limits. These activities, partial payments and time limits are shown on the Payment Deduction Schedule.
 - c. Major Deficiencies:
 - i. An additional amount equal to the costs incurred by completion of the work by an alternate source whether it be County forces or separate private contractor, even if it exceeds the Contract unit price, will be deducted and forfeited from payments to the Contractor.
 - ii. Whenever immediate action is required to prevent impending injury, death, or property damage, and precautions which are not reasonably expected to be taken, OCCR Purchasing & Contract Services may, after reasonable attempt to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such cost from any amount due or become due from OCCR Purchasing & Contract Services. OCCR Purchasing & Contract Services action or inaction under such circumstances shall not be construed as relieving the Contractor from liability.
 - d. Inspection/Administration Cost Limitation:
 - i. The inspection and administration criteria stated below shall comprise the maximum amount of County staff time required for this contract.
 - ii. The cost for all time in excess of the stated criteria shall be deducted and forfeited from payments due to the Contractor.
 - iii. The stated criteria shall be exclusive from excessive damage from outside sources beyond the Contractor's control requiring additional inspection and administration.
 - iv. The actual cost computation shall be made using a Park Maintenance Supervisor, salary range 12 inclusive of direct and indirect overhead from the salary schedule in effect at the time costs are incurred.
 - v. Inspector shall maintain an accurate daily log of inspection and administrative time for computing costs. Log will be available for review by the Contractor.
 - vi. Criteria:

ADMINISTRATION	INSPECTION	TOTAL
2.0 hour per week	5.0 hours per week	7.0 hours week
5. In addition to the Payment Deduction Schedule, the sum of Two Hundred Fifty Dollars (\$250.00) for the first day of deficiency and Five Hundred Dollars (\$500.00) per day for each day completion is delayed thereafter shall be deducted and forfeited from payments to the Contractor for each instance where an item of work is not completed in accordance with the approved schedule except for mowing/mechanical edging which shall be Two Hundred Fifty Dollars (\$250.00) per instance.
6. These actions shall not be construed a penalty but as adjustment of payment to the Contractor for only the work actually performed, or as the cost to the County for inspection

and other related costs from the failure of the Contractor to complete the work according to schedule.

7. Payment Deduction Schedule:

I.	TURF - MOW/EDGE	BID ITEM	CATEGORIES*
	MOW	100%	1
	MECHANICAL EDGE	100%	1
	CHEMICAL EDGE	100%	2
II.	TURF - MAINTENANCE	BID ITEM	CATEGORIES
	WATERING	50%	1
	WEED CONTROL-CHEMICAL	50%	1
	WEED CONTROL-CHEMICAL (OPTIONAL)	100%	1
	AERATE	100%	1
	DETHATCH	100%	1
III.	LANDSCAPE MAINT.	BID ITEM	CATEGORIES
	WEED CONTROL-HAND	35%	1
	WEED CONTROL-CHEM.	10%	1
	FERTILIZATION	20% X (12/4)	2
	SHRUB - TRIM	35% X (12/2)	2
IV.	IRRIGATION	BID ITEM	CATEGORIES
	DAILY CHECK	40%	1
	OPERATIONAL	50%	1
	ADJUSTMENT	10%	1
V.	FACILITY MAINT.	BID ITEM	CATEGORIES
	GENERAL AREAS	40%	1
	SAND COURTS	20%	1
	HARD SURFACES	20%	1
	GENERAL OPERATIONS	40%	1

***Make up categories:**

1. No make-up
2. 80% payment if completed within 5 days.
50% payment if completed within 10 days.
3. 80% payment if completed within 15 days.
50% payment if completed within 30 days.

D. Licenses and Permits: The Contractor shall be licensed in accordance with the requirements of State of California Business & Professions Code Division 3, Chapter 9. Contractors, Article 4. Classifications, C27 – Landscaping Contractor. Contractor shall obtain and pay for all permits and licenses incidental to the work or made necessary by its operations and pay all costs incurred by the permit or license requirements.

E. Safety: The Contractor shall take all necessary safety precautions for the protection of its employees, County employees and the public using the Park or the Park Facilities including but

not limited to, use of signs, barricades, and traffic devices such as flashers and cones.

- F. Inspections: The County's designated Inspector shall be in charge of inspections for this Contract. In the event corrective actions are necessary, the Inspector will provide the Contractor with copies of the inspection reports showing corrective actions required. The Contractor shall promptly respond to either written or oral requests by the Inspector for the corrective actions required to meet the Contract Specifications and Scope of Work.

IV. WORK SCHEDULES

A. Annual Schedule

1. The Contractor shall submit an annual schedule to the Inspector for approval. The schedule shall indicate the time frames when the work shall be accomplished.
2. The Contractor shall submit revised schedules when actual performance differs substantially from planned performance.
3. The items of work shall be performed Monday through Friday. Inspector shall indicate days of actual performance on weekly schedule.
4. Mowing shall only be performed on Tuesdays (except major holidays) unless authorized by Inspector.

B. Monthly Schedule

1. The Contractor shall submit a monthly schedule form to the Inspector, which will be provided, to indicate the major items of work completed and further delineate the time frames for accomplishment by day of the week and by morning and afternoon.
2. The Contractor shall complete the schedule for each item of work and each area of work.
3. The initial schedule shall be submitted on or by the effective date of Contract. Thereafter it shall be submitted monthly on the day mutually agreed upon by Contractor and Inspector.
4. Changes to the schedule shall be received by Inspector at least twelve (12) hours prior to the scheduled time for the work.
5. Failure to notify Inspector of a change and/or failure to perform an item of work on a scheduled day shall result in deduction of payment for that date or work even though the work is performed on a subsequent day.
6. Contractor shall adjust all schedules to compensate for all holidays.
7. A monthly meeting shall be scheduled between the Contractor and Inspector to review schedules, invoices, work progress, etc.
8. Failure to supply a schedule by the first of each month shall result in a deduction and forfeit of Two Hundred and Fifty Dollars (\$250.00) from payment due to Contractor for every calendar day the schedule is not received.

C. Performance During Inclement Weather

1. During periods when inclement weather hinders normal operations, Contractor shall adjust his work force in order to accomplish those activities that are not affected by weather.
2. The prime factors in assigned work shall be the safety of the work force and damage to landscaping, in that order.
3. Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.

V. SECURITY

- A. Keys: The County will issue such keys as necessary for access to work areas. Contractor shall assume full responsibility for the theft or loss of said keys and pay for re-keying all locks operated by these keys. Keys shall not be duplicated.
- B. Losses: At no time shall the Contractor or its employees enter areas of the Park not specifically included in this Contract for landscape maintenance services, including but not limited to County's maintenance buildings or equipment storage areas. Contractor shall be held responsible for full replacement of damages or losses which are directly or indirectly due to the actions of its employees.
- C. Vandalism: Contractor shall immediately report all conditions and occurrences out of the norm to the Inspector, including vandalism or other damage to the landscaped areas or irrigation system, and shall also report vandalism, and/or other Park Facility damage.
- D. Parking Passes: County shall provide Contractor with three (3) annual parking passes as part of this contract. The parking passes will terminate when contract terminates or ends. Contractor is solely responsible for safe keeping and monitoring all three (3) parking passes. Should Contractor damage a parking pass, then the damaged pass shall be surrendered to County and County will replace damaged parking pass at no cost. Should Contractor lose a parking pass, Contractor must replace the lost parking pass at its sole cost and expense.

VI. CONTRACTOR EMPLOYEES

- A. Background/Security: All personnel engaged in performance of this work shall be employees of the Contractor and as such shall be warranted to possess sufficient experience and security records to perform this work. Contractor shall perform background/security checks of each employee and shall maintain a copy of the background/security check.
- B. Health: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person (s) under the influence of alcohol or drugs on the premises or in any buildings. Neither shall the Contractor allow the use of alcohol or drugs on the premises or in buildings.
- C. Conduct: No person (s) shall be employed for this work who is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, who fails or otherwise refuses to perform the work properly or acceptably, or otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed on this work.
- D. 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 the conduct and workmanship. The supervisor or foreman shall be able to communicate effectively in both written and oral English.
- E. Training: Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in landscape maintenance services.
- F. Telephones: Telephones shall not be used by Contractor or its employees at any time while operating any equipment or motorized vehicle in performance of the work under this Contract. However, calls for emergency services to 911 or to report need of medical aid, fire, or need of law enforcement are permitted.

VII. DAMAGE

Any damage to vehicles or property by Contractor shall be reported to the Inspector or by the Contractor immediately or as soon thereafter as possible but in no event to exceed twenty-four (24) hours. The Contractor shall protect all Park improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the County, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to the original in all aspects.

VIII. MATERIALS

- A. Chemicals: Contractor shall have a listing of proposed chemicals prepared by a licensed California Pest Control Advisor to include commercial name, chemical components, concentration rates and usage and provide Material Safety Data Sheets (MSDS) for all chemicals. Chemicals shall only be applied by those persons possessing a valid California Pest Control Advisor's License. All applications shall be in strict accordance with all governing regulations and to limit drift to a maximum of six (6) inches. Records of the original proposed listing and all operations starting dates, time; methods of application, chemical formulations, applicators names and weather conditions shall be made and retained in an active file for a minimum of one (1) year after completion of this Contract. All organic or inorganic fertilizers listing dates, times, quantity, names of applicators, weather conditions, and method of application must be maintained and submitted monthly to Inspector for NPDES reporting. Current pesticide regulations are posted at http://www.cdpr.ca.gov/docs/legbills/rulepkgs/11-004/text_final.pdf.
- B. Supplies: Contractor shall furnish at its expense all materials required to perform the work under this Contract, to include, but not limited to, irrigation system repairs, irrigation system damage, vegetation controls materials, turf grass seed or sod, and with approval, plants, shrubs, ground cover and trash bags.

IX. TRASH DISPOSAL

Contractor shall dispose of all trash and debris collected within the parks, shelters, group areas and access ways prior to the completion of each day's activities in County designated dumpsters (excludes materials or waste generated from mowing, trimmings and dethatching). Trash is not to be laid or tied on the ground for more than ten minutes after collection.

X. GENERAL ENVIRONMENTAL REQUIREMENTS

- A. Sound Control
1. The Contractor shall comply with all County and local City 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 from the operation.
 2. Each internal combustion engine used for any purpose on the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated in performance of the work without said muffler.
 3. The noise level from the Contractor's operations between the hours of 7 a.m. and 4 p.m., Monday through Thursday, shall be in accordance with the County ordinance covering "Noise Control".
 4. The noise level from the Contractor's operation during the above specified times shall not exceed 86 DBA at a distance of fifty (50) feet. When utilizing leaf blowers noise level shall not exceed (65 DBA) in the campground. An acceptable model for a low noise blower is "The Quiet 1", or any other approved equal conforming to the noise level listed above.

This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

5. Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, mowers, or tractors that may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of lights warnings except those required by safety laws for the protection of personnel.

B. Water Conservation

1. Whenever possible the use of water shall be minimized, particularly during cleanup operations.
2. All irrigation supply systems shall be kept in good working condition and leaks shall be repaired promptly.
3. Nothing in this section shall relieve the Contractor from adequately maintaining any area in accordance with these specifications.
4. Contractor shall comply with all National Pollutant Discharge Elimination System (NPDES) requirements as set forth in Paragraph 31 (Pollution Controls) of the Contract and Best Management practices in regards to water pollution.
5. **Contractor shall comply with any State, City, County or Water District drought imposed restrictions.**

C. Air Pollution and Dust Control

In accordance with the provisions of Sections 11017 and 14381 of the Government Code, the Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. At no time shall Contractor personnel use equipment that creates noticeable and visible dust cloud formations on or near park, trail or County assets.

XI. WORK ITEMS

A. STANDARD WORK (1-11)

All Standard Work shall be performed at each location based on the following schedule:

**SUMMARY PERFORMANCE SCHEDULE
Reference Contract Sections for Work Detail**

MONTH	ITEM	WORK	FREQUENCY
		Turf /Mow/Edge (1&2)	
January, February, March, November, December	1	Mow and mechanical edge	Every other week
April, May, June July, August, September, October	2	Mow and mechanical edge	Weekly
		Chemical Edge (3)	
January through December	3	Chemical edge every 60 days	Every other

			Month
		Landscape Maintenance (4)	
January through December	4	Rake all debris from under shrubs and trees	Weekly
		Trim non-blooming shrubs	Daily

		Facility Maintenance (5 & 6)	
January through December	5	Clean all hardscape areas Monday-Friday	Daily
		Rake all playgrounds, volleyball courts and horseshoe pits (Monday-Friday) by 10:00 am	Daily
		Empty all trash cans, debris and handpick all areas as indicated by 10:00 am Monday thru Friday.	Daily
		Replace/restock “doggie walk bags” or “mutt mitts” Monday-Friday	Daily
		Clean concrete V-drains	Weekly
		Inspect and adjust irrigation system	Daily
		Clean drinking fountains	Weekly
		Rototill sand or fiber playgrounds, volleyball and horseshoe pits, and rake level after rototilling first week of the month	Monthly
		Annual Work (7)	
February/March	6	Aerate turf	Once per year

The following sections detail the specific requirements for the standard work bid items.

B. TURF MOW

1. All turf grass areas shall be mowed starting at 7:00am on Tuesday. Mowing must be completed on the first scheduled day as indicated on weekly/biweekly schedule, second day is optional.

Mowing crew must sign in with inspector prior to starting work and sign out at the end of each day.

- Once every week between April 1st and November 1st
- Once every other week between November 1st and April 1st

2. Mowing shall occur on the same day each period. Mowing missed due to inclement weather shall be rescheduled and completed within two (2) days on the weekly schedule and four (4) days on the bi-weekly schedule.

- ### C. TURF AERATION

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6. Contractor shall display a “mowing in progress” sign for public notification on all scheduled mowing days and removed at the end of each work day.

D. TURF EDGE – MECHANICAL

1. All turf grass borders shall be neatly and uniformly edged or trimmed concurrent with every mowing. These areas shall include but not limited to one hundred feet (100') of each playground or as indicated by Inspector.
2. Mechanical methods shall be used except where physically not possible or practical.
3. Mechanically trim around and under all anchored or stationary picnic tables. Other areas will be trimmed by hand.
4. Chemicals shall be used as specified in the Contract.

E. TURF EDGE – CHEMICAL

1. Chemical application shall be used on areas such as planters, buildings, along asphalt trails/paths, around sports field equipment, fence lines etc. where mechanical edging is not physically possible or practical. **A person(s) possessing a valid California Qualified Applicators License/Certificate shall be on site and remain during all chemical application activities.**
2. **Chemical application shall not be applied within one hundred (100' ft.) in or around playground(s). Reference Turf Edge Mechanical Section “C”.**

A registered agricultural, ornamental turf dye (color red or blue) shall be used as necessary when applying chemicals for monitoring purposes.

3. Prior to application of chemicals, all areas shall be trimmed to the proper mow heights.
4. Contractor shall use non-restricted chemicals only to perform chemical edging. Chemicals shall be recommended and approved by the Inspector prior to use. A Notice of Intent to apply non-restricted/restricted materials form shall be completed and submitted to the Inspector a minimum of fourteen (14) days prior to intended use. Notice of Intent form shall be provided by County. No work shall begin until Inspector's approval is obtained.
5. Chemicals shall only be applied in compliance with field directions and California Department of Pesticide Regulations and **under the supervision of person(s) possessing a valid California Qualified Applicators License/Certificate.** Records methods of applications, chemical formulations, applicator(s) name(s) and weather conditions, authorizations stating dates, times, methods of applications, chemical formulations, and applicators name and weather conditions at the time of application shall be made and retained in an active file for a minimum of one (1) year. After this period, records shall be retained in accordance with Orange County Department of Agriculture regulations and the California State Department of Pesticide Regulations.
6. Prior to the application of chemicals a Notice of Pesticide Application will be posted warning the public of spraying per attached sample (see Appendix 8 – Notice of Pesticide Application) and posted in prominent locations at each main park entrance and in areas to be treated or sprayed minimum of 24 hours prior to spraying per Orange County Department

of Agriculture regulations and the California State Department of Pesticide Regulations or as indicated by Inspector.

7. Chemicals shall be applied to limit drift to six inches (6"). All precautionary measures necessary to ensure public and worker safety shall be employed since all areas will be open for public access during application.
8. Chemical edging shall be restricted to a four inch (4") wide strip around buildings, planters, asphalt trails/paths, sign post, backflows, valve boxes etc., a twelve inch (12") wide strip around trees, sports field equipment and fence lines and a four inch (4") wide strip on both side of vehicle access roads.
9. Spraying of channels to eliminate unwanted vegetation in selected areas shall be determined by Inspector. When authorized, Aqua Master or comparable chemicals shall be used in these water way channel areas strictly following label directions to prevent harm to fish or other aquatic life.
10. Chemical edging shall be performed a maximum of once every sixty 60 days.
11. All walkways, roadways, trails or other areas dirtied by edging operations shall be cleaned and all debris disposed of offsite prior to the completion of that day's operations or the end of the day, whichever occurs first.
12. Chemical application must be performed on consecutive working days and run concurrent from the scheduled start date.

F. CHEMICAL APPLICATION AND EQUIPMENT

1. Contractor shall comply with all Federal, State, and County regulatory requirements.
2. All landscape chemical applications (Items 3 – 5) shall be applied as follows:
3. A registered agricultural, ornamental turf dye (color blue or red) shall be used when applying chemicals for monitoring purposes.
4. All restricted/non-restricted chemicals to be used to control weeds shall be approved by the Inspector prior to use. A written recommendation of the proposed restricted chemicals to be used, prepared by a licensed California Pest Control Advisor accompanied by a Notice of Intent to apply restricted/non-restricted materials form prepared by a licensed Pest Control Operator shall be submitted to Inspector a minimum of fourteen (14) days prior to intended use. Written recommendation shall include the following information:
 - a. Owner or operator of the property to be treated;
 - b. Location of property to be treated;
 - c. Commodity, crop or site to be treated;
 - d. Total acreage or units to be treated;
 - e. Identification of weed(s) or pest(s) to be controlled by recognized common name;
 - f. Name of each herbicide or device recommended, or description of method recommended;
 - g. Dosage rate per acre or other units, dilution rate, and volume per acre;
 - h. Warning of the possibility of damages by the application from hazards that are known to exist; and

- i. Signature and address of the person making the recommendation, the date and the name of his employer if applicable.
5. Additionally, Contractor shall notify the Orange County Department of Agriculture a minimum of twenty-four (24) hours prior to intended use. No work shall begin until appropriate approval is obtained.
6. Prior to the application of chemicals a Notice of Pesticide Application will be posted warning the public of spraying per attached sample (see Appendix 8) and posted in prominent locations in areas to be treated or sprayed **minimum of 24 hours prior to spraying** per California State Department of Pesticide Regulations.
7. Chemicals shall only be applied under the supervision of person(s) possessing a valid California Qualified Applicators license in the appropriate category. Application shall be in accordance with all governing regulations. Records of all written recommendations and operations stating dates, times, methods of application, approved Notice of Intent to apply restricted/non-restricted materials, applicators names and weather conditions at the time of application shall be made and retained in an active file for a minimum of one (1) year. Inspector shall have access to those files as required. After this period they shall be retained in accordance with Orange County Department of Agriculture Regulations.
8. Contractor shall calibrate all chemical application equipment prior to each use to insure chemicals are applied at the rate specified in the written recommendations.
9. All rubber hoses shall be made of neoprene rubber or equivalent material; shall be free of cracks; shall not be weathered, worn or rotted; and shall be equipped with quick connectors or fittings which shall provide a water tight connection to prevent any leakage of chemicals from the point of connection to spray equipment.
10. All pressurized spray equipment, when in use, shall be kept in a state of good repair, safe to operate and shall be equipped with appropriate pressure regulators, pressure gauges and pressure relief valves. All spray nozzles shall be free of any foreign particles to allow proper control of rate, uniformity, thoroughness and safety of applications.
11. All chemical spraying operations shall be performed under acceptable climatic conditions to be determined by the Inspector and in such a manner to limit drift to six inches (6"). All precautionary measures necessary shall be employed to insure public safety since all areas will be open to public access during application.
12. All equipment used to perform chemical application shall be thoroughly cleaned when necessary to prevent injury to persons, plants or animals from residues of materials previously used in the equipment. Equipment shall be cleaned in accordance with the procedure recommended on the label. Cleaning of Contractor's equipment shall not be permitted on County property.
13. All damages resulting from Contractor's operations shall be repaired or replaced at Contractor's expense.
14. Non-restricted chemicals shall be used whenever possible to perform weed control in turf and landscape areas.

G. LANDSCAPE MAINTENANCE

1. All landscaped areas shall be inspected on a regular basis with each scheduled mowing. Weeds shall be removed manually in all planter bed areas, through cultivation dependent upon planting concentration and location. Weeds and grasses shall be removed from all planted areas within seven (7) days from the time they are first visible. **“Weed-eater” or similar equipment shall NOT be utilized to remove weeds.**

All landscaped areas shall be fertilized in accordance with the type of plant material. All areas shall be free of moisture at the time the fertilizer is applied, and then be thoroughly watered immediately after the fertilizer is applied.

2. All ground cover and shrubs shall be trimmed to restrict growth 12 inches from the edge of sidewalks, facility entrances or other access ways or curbing, facility buildings and hardscape areas.
3. All ornamental shrubbery and vines shall be trimmed, shaped and thinned at the appropriate season or times of the year based on the species of shrub or vine to produce healthy growth, symmetrical appearance, and removal of dead, damaged or diseased branches. Maximum height of shrubbery or vines shall be determined by Inspector.
4. All California native vegetation shall be pruned minimally. Trim back vegetation encroaching upon sidewalks to maintain accessibility. **Do not use chemical fertilizers.** Avoid excess irrigation in established native plant areas.
5. Remove all suckers and volunteers from base of trees and planter beds. Avoid pruning during bird nesting season, February 15th – September 15th, unless a hazard arises.
6. All cuts shall be made sufficiently close to the parent stem so that the healing can readily start under normal conditions. All branches 1” or greater shall be undercut to prevent splitting. All equipment utilized shall be clean, sharp and expressly designed for shrub and tree pruning to prevent the spread of disease and pests.
7. All damaged or dead shrubs, ground cover and plant material due to improper pruning, fertilization or watering shall be replaced at contractor’s expense.
8. All walkways, roadways or other areas dirtied by landscape maintenance operations shall be cleaned and all debris removed and disposed of offsite prior to completion of each day’s operation.
9. Trees shall be trimmed and maintained nine (9) to ten (10) feet above roadways, sidewalks, trails, parking lots, lights, etc.... so as to not impede vehicle or pedestrian traffic or as indicated by inspector.
10. Roses in the Katie Wheeler Library Family Garden are not included in this contract.
11. Citrus and Avocado groves are not included in this contract.
12. Contractor shall provide traffic control per MUTCD standards during all necessary maintenance activities.

H. FACILITY MAINTENANCE

1. General

- a. All animal feces or other materials detrimental to human health shall be removed from the areas daily.
- b. All broken glass and sharp objects shall be removed daily.
- c. All areas shall be inspected as necessary and maintained in a neat, clean and safe condition at all time.
- d. Contractor shall sweep or use blower depending on scope of work/specifications of sidewalks, gazebos, parking lots, roadways, gutters and sports areas daily.
- e. Contractor shall remove all dropped fruit, loose trash, litter, broken glass (including material that may be adhered to the sidewalks), leaves, branches, weeds, and other debris from the entire area around the facility including landscaped areas, sidewalks areas and any parking lots or roadways daily.

2. Hard Surface Areas

- a. These areas include tennis courts, handball courts, basketball courts, bicycle trails, all asphalt, archery range, walkways, rubberized material on all playgrounds, roadways and parking lots etc.
- b. All areas shall be swept/cleaned daily to remove all deposits of silt, sand, glass and debris.

3. Soft Surfaces/Sand Tot Lots/Playgrounds

These areas include tot lots, play areas, horseshoe pits and vita courses, decomposed granite (DG) walkways and trails.

- a. All playgrounds, structures, recreation and exercise equipment, horseshoe pits and vita courses shall be cleaned daily by 10:00 a.m.
- b. All playground/structures/equipment/curbing, rubberized surfaces and vita course surfaces shall be cleaned of sand and debris daily Monday through Friday by 10:00 a.m.
- c. All playground sand shall be raked level daily Monday through Friday by 10:00 a.m.
- d. Once per month all play equipment shall be thoroughly cleaned with a pressure washer as indicated by Inspector. **All damage from pressure washing shall be repaired at Contractor's expense and to the satisfaction of a certified playground Inspector.**
- e. All graffiti or foreign objects found shall be reported to Inspector daily.
- f. All decomposed granite (DG) walkways and trails shall be raked, leveled and maintained weed free weekly; Inspector shall determine which day of the week areas shall be raked.
- g. All sand areas shall be rototilled during the first week of each month (once per month) to the maximum depth that will allow complete loosening of the sand but will not cause lower base materials to be mixed with the sand. After rototilling, all areas shall be raked level.

- h. All sand tot lots shall be raked and fluffed up to eliminate any compaction but shall not mix base materials with the sand.
 - i. Any damage caused by Contractor's operation to rubberized material shall be repaired or replaced at Contractor's expense. Inspector shall approve all completed repairs.
- 4. Picnic Shelters and Group Areas

All picnic shelters and/or group areas shall be cleaned daily by 10:00 a.m., Monday through Friday.

 - a. Clean concrete by pack blower.
 - b. Rake all debris around (25 foot) perimeter of shelter and/or group area.
 - c. Clean picnic tables and counters; remove grease, soda stains, food etc.
 - d. Remove staples, nails, signs, streamers and all debris from post, beams, tables and railings etc.
 - e. Clean, scrub and sanitize sinks with approved disinfectant cleaner. Unclog minor stoppages and adjust faucet water flow. Report any deficiencies or repairs to facility Inspector.
 - f. Once day each week on Monday all concrete shall be cleaned with pressurized water and approved cleaner. Squeegee water off concrete pads and dry all picnic tables.
 - g. Clean bird droppings.
 - h. Clean barbeques.
 - i. Remove trash/empty cans.
 - j. Remove minor graffiti.
 - k. Back fill all gopher/squirrel holes within shelters and group area.
 - l. Rake DG surfaces.
 - m. Remove public reservation signage off of the message boards.
- 5. Trash Removal/Handpick and Dog Walk Bag Dispensers
 - a. Monday through Friday all trash cans shall be emptied once per day and include litter removal (handpick) from all areas within the park boundaries (i.e., turf, landscape planters, hardscape, soft-scape, roadways, parking lots, campgrounds and all non-irrigated areas) by 10:00 a.m. (including all holidays).
 - b. Contractor shall provide new durable 2.0 mil plastic liners for all trash cans at Contractor's expense. Trash shall be removed from receptacles when trash containers are ¼ full. Any trash can containing fish remains, dog feces or other waste that will produce offensive smell or attract insects will be emptied.
 - c. Trash service shall include the replacement and/or restocking of "doggie walk bags", "mutt mitts", or "Dogipot" dispensers daily Monday through Friday. Replacement bags shall be original manufactures stock. Each dispenser shall be stocked with a minimum of three packets of bags at all times; Contractor shall provide replacement bags at Contractor's expense.

6. Drinking Fountains

- a. One day each week all drinking fountains shall be cleaned with a nontoxic cleaner.
- b. Minor repairs shall include unclogging drains and adjustment of water flow.
- c. Contractor shall submit a weekly inspection form to Inspector.

7. Barbeque Grills/Fire Pits

- a. All barbeque grills and/or coal bins and fire rings shall be emptied of all ashes, coals, debris and disposed of offsite once or twice per week on Monday and/or Thursday each week. November through March once per week. April through October twice per week.
- b. Barbeque grills shall be cleaned of all residue, wood and debris shall be removed 5 feet from the base of the barbeque and disposed of offsite.
- c. All damaged fire pits and/or barbeques shall be reported to Inspector.

8. Other

- a. All leaves, paper, debris shall be removed by hand picking from landscaped areas, campgrounds and creek beds and disposed of offsite or in County designated dumpster as space permits
- b. All concrete and rock "V" drains to include the portion under the sidewalk shall be kept free of vegetation, debris and algae to allow unrestricted water flow daily.
- c. All other drainage facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to Inspector daily.

I. TURF AERATION

1. All turf areas shall be aerated once per year, between February 15 and March 15.
2. Aeration shall be accomplished by removing 1" diameter by 2" deep cores at a maximum spacing of 6" by use of a mechanical aeration machine. Contractor shall aerate first in one direction (East to West) then repeat the operation in the opposing direction (North to South).
3. Contractor shall flag all irrigation heads and values to avoid damage.
4. All cores shall be removed from the turf and disposed of offsite or thoroughly pulverized within twenty-four (24) hours after aerating at the discretion of the Inspector.
5. All walkways, roadways, trails, landscaped areas or other areas dirtied by aeration operations shall be cleaned and all debris disposed of offsite prior to the completion of this operation or the end of the day, whichever occurs first.
6. Contractor shall display a "mowing in progress" sign for public notification on all scheduled mowing days and removed at the end of each work day.

J. IRRIGATION SYSTEM

1. General: Contractor shall maintain the entire irrigation system which includes all components from connection at meter in an operational state at all times. This applies to all controllers and remote control valves, gate valves, lateral lines, sprinkler heads, emitters, screens, drip systems, and moisture sensing devices.

The Contractor shall be responsible for the complete management, operation and maintenance of all controllers and irrigation systems. The Contractor shall ensure that the systems are in good working and repairable condition at all times. The Contractor shall

provide maintenance to keep all irrigation systems in proper working order including results of vandalism, pilferage, vehicular damage, utility repair, building repair, system fatigue, erosion, natural disasters, and damaged caused by animals (e.g., gophers, squirrels, etc.) to all irrigation valves, electrical wires, controllers, irrigation sprinkler heads, irrigation lines, remote controllers, any and all parts of the irrigation system.

Contractor shall provide personnel fully trained in all phases of landscaping and irrigation systems operation, maintenance, adjustments, and repair; in all types of components to include electric control clocks, valves, sprinkler heads and drip systems; with all brands and models of irrigation equipment.

The repair work to the existing sprinkler system consists of locating and repairing or replacing defective and broken electric and manual valves, valve control boxes, metal irrigation valve pit covers, gate valve boxes, controllers, controller boxes, electrical wiring (between clock and valves), controller pedestals, sprinklers heads, risers, water lines, automatic and manual drains, backflow preventers, all types of fittings (tees, unions, nipples, clamps, etc.), pipes and underground sleeves used for water lines (regardless of how deep the systems are placed in the ground). Sprinkler heads and valve control boxes shall be flush with the ground and smooth. Services covered by the Contract are for maintenance of the existing system(s) only. New irrigation systems are outside the scope of this Contract but may be added. All used and /or replaced parts shall be turned in to the Inspector at the end of each day.

2. Watering

- a. All turf grass shall be irrigated as required to maintain adequate growth and appearance.
- b. Irrigation shall be accomplished in accordance with the following time frames:
 - i. Automatic Irrigation 9:00 p.m. – 6:00 a.m.
 - ii. Manual Irrigation 7:30 a.m. – 4:00 p.m.
- c. Contractor shall monitor the requirements of all plant material, soil conditions, seasonal temperature variations, wind conditions and rainfall and shall make appropriate changes in duration of watering cycles and in accordance with any State, City, County or Water District drought imposed restrictions. Contractor is responsible for all watering schedules and shall record and submit schedule to Inspector on daily inspection forms. All changes shall be noted and reported to the Inspector by the end of each work day.
- d. Special watering may be required during daytime hours after periods of extreme dryness, heat or during manual operation. Watering shall be accordance with the following criteria:
 - i. Monitored to prevent overspray, minimal drift on to private property or prevent access to facilities.
 - ii. There shall be no interference with activities or special events.
 - iii. Irrigation personnel shall be present at each location until watering cycle(s) are complete. Contractor will be responsible for costs incurred by others due their negligence (i.e., parked vehicles, etc.)
 - iv. All damages resulting from under or over watering shall be repaired at Contractor's expense.

3. Irrigation System Inspection

- a. Initial Inspection: Contractor shall complete an initial inspection and testing of the entire system NO later than ten (10) working days after the commencement of the Contract. Within that time frame, the Contractor will submit to the Inspector a listing of all parts and labor which are required to bring the system into full operation condition. The Inspector may:
 - i. Authorize the Contractor to commence work based on the submittal.
 - ii. Review the submittal with the Contractor and authorize the work based on Major Irrigation Repair Work procedures.
 - iii. Issue a competitive solicitation for the listed work (if a solicitation is issued, the Contractor will have the right to submit a competitive bid using prices and rates it believes are appropriate and competitive).
- b. Routine Inspection: CONTRACTOR SHALL INSPECT AND TEST ALL IRRIGATION SYSTEMS A MINIMUM OF ONCE PER DAY IN ORDER TO:
 - i. Adjust system to provide adequate coverage, prevent excessive runoff, and prevent overspray onto non-landscaped areas and vehicles.
 - ii. Determine malfunctions, damage, or obstructions and implement corrective action.
 - iii. Contractor shall display an "Irrigation testing in progress" sign for public notification in all areas where active testing is taking place or as indicated by inspector and removed at the end of each work day.

Costs for excessive utility usage due to failure to repair malfunctions on a timely basis shall be deducted from payments to the Contractor based upon comparisons with historical expenditures.
- c. Irrigation Inspection Schedule: A schedule shall be submitted to the Inspector at the start of the Contract showing the location, time of day that each irrigation system will be tested. Any changes to the Irrigation Inspection Schedule shall be submitted to the Inspector for approval prior to enactment.
- d. Daily Reports: Contractor shall submit daily reports (Daily Irrigation Inspection Form) to Inspector itemizing controllers inspected, work completed and parts replaced. (See Appendix 7 – Daily Irrigation Inspection Form).

4. Irrigation Specialists: Contractor shall provide certified Irrigation Specialists as follows:

- a. During the period of March 1 to October 31, Contractor shall provide one certified irrigation specialist daily. Monday through Friday 7:30 a.m. – 4:00 p.m.
- b. During the period of November 1 to February 28, Contractor shall provide one certified irrigation specialist daily. Monday through Friday 7:30 a.m. – 4:00 p.m.
- c. Irrigation Specialist must be able to effectively communicate in English.
- d. Irrigation specialist must remain on site for the time it takes to do a routine check of the irrigation system daily.
- e. Irrigation Specialist shall be required to carry a basic inventory of required irrigation parts to complete necessary repairs.

- f. Irrigation Specialist shall make all necessary Standard Work repairs and adjustments to the irrigation system, and spot water to prevent any stressed turf or plant areas. Major repairs shall be made in accordance with the Major Irrigation Repair Work procedures. Special emphasis shall be placed on all turf and planter beds that require additional watering to eliminate any stress throughout the facility. The Inspector may determine special areas that require additional attention.
 - g. The Irrigation Specialist shall be thoroughly trained in the operation of irrigation controllers to appropriately program the controller clocks to achieve healthy growth while at the same time conserving water use in accordance with State and local water conservation mandates.
 - h. Irrigation Specialist shall have the ability to make all irrigation repairs as requested by the Inspector.
 - i. **FAILURE TO SUPPLY A CERTIFIED IRRIGATION SPECIALIST AS SPECIFIED HEREIN SHALL RESULT IN A TWO HUNDRED AND FIFTY DOLLARS (\$250.00) DEDUCTION FOR FIRST FAILURE AND FIVE HUNDRED DOLLARS (\$500.00) DEDUCTION THEREAFTER PER DAY.**
5. Adjustments, Damages and Repairs
- a. Adjustments, damages and repairs shall be divided into the following categories and actions:
 - i. All irrigation heads shall be adjusted to maintain proper coverage. Adjustment shall include actual adjustments to heads, cleaning and flushing heads, lines, emitters, and screens and removal of obstructions. Adjustments shall be included in the Standard Work for maintenance of the irrigation system.
 - ii. All damage resulting from the Contractor's operations shall be repaired or replaced prior to the end of the work day at the Contractor's expense. This shall include damage caused by water to public and county property.
 - iii. Damage and repairs for causes other than the Contractor's operations shall be divided as follows:
 - 1) Standard Repairs. Standard repairs shall include; all components of the irrigation water supply system from the remote control valve to the sprinkler head. Repair and/or replacement of remote control valves, electric valve wires, controllers, sprinkler heads, PVC pipe, adjusting pins, washers, trip assemblies, drip irrigation lines, filters, screens and emitters shall be considered standard repairs. Contractor shall clear obstructions and correct malfunctions that do not require the replacement of any parts. The cost for standard repairs to the irrigation system shall be included in the standard repairs work.
 - 2) Major Repairs. Major repairs shall include all items other than standard repairs and shall be paid in accordance with the provisions of Major Irrigation Work Repair (See Attachment B – Compensation / Payment). Inspector shall approve all extra work prior to the start of any major repairs.
 - 3) Contractor shall warranty all repairs for a minimum of 90 days after completion.
 - b. Repairs to the irrigation system shall be completed within twelve (12) hours after approval by the Inspector on major component damage such as broken irrigation lines,

defective or broken valves and within forty-eight (48) hours after approval by the Inspector on repairs to sprinkler heads and other standard items.

- c. All replacements shall be with original type and model materials unless a substitute is approved by the Inspector. Contractor shall implement repairs in accordance with all effective warranties and no separate payment will be made for repairs on parts or equipment covered by warranty.
- d. Contractor shall maintain an adequate stock of medium and high usage items for repair of the irrigation system.
- e. Contractor shall turn in all parts replaced to Inspector. County shall not be liable for payment of any part not turned into Inspector.

6. Major Irrigation Repair Work:

- a. Bid items/services are detailed on Attachment C – Cost Proposal.
- b. Prior to the start of any Major Irrigation Repair Work, the Contractor shall obtain written authorization from the Inspector. However, if the Inspector is unavailable, the Contractor shall make necessary repairs on sprinklers and line breaks 2” and smaller only, and submit documentation and damaged items to the Inspector. If the Contractor discovers a malfunction or obstruction that requires a replacement part, the Contractor is authorized to make the appropriate repairs in an amount not to exceed **\$100.00** based on the Major Irrigation Repair Work. All repairs 2” and above require Inspector approval.
- c. The Contractor shall then complete repairs within the timeframes as specified in the section entitled Irrigation System above, e.g., within twelve (12) hours after approval on major components, and within forty-eight (48) hours after approval on sprinkler heads and minor items.
- d. No approval or compensation will be granted for any damage caused by Contractor’s operations.

K. **EXTRA WORK**

Extra work may be required by the County to remedy vandalism, accident, Acts of God, theft, or civil disturbances within the areas covered by the Contract. Extra work may also be required to perform regular items of work where special conditions dictate that a frequency greater than that specified is necessary, such as Special Event on park property. Bid Price Sheet (Attachment C) includes the Extra Work Bid Items.

Prior to performing any extra work, the Contractor shall prepare and submit a written description of the work with an estimate of labor, materials, tools, equipment and time to complete (See Appendix 4 – Extra Work).

NO EXTRA WORK SHALL COMMENCE WITHOUT THE WRITTEN AUTHORIZATION OF THE INSPECTOR.

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

1. **Dethatch Turf**

- a. Contractor may be required to dethatch all turf areas once every three years between November 1 and March 1.

- b. Inspector shall notify Contractor to begin dethatch operation two (2) weeks prior to commencing work.
 - c. Dethatching shall be accomplished by use of a “vertical cut type” dethatch machine. The degree of thatch removal shall be determined by the Inspector immediately prior to commencement of work.
 - d. All thatch and debris shall be picked up and disposed of offsite within twenty-four (24) hours of dethatching.
 - e. All walkways, roadways, landscape areas or other areas dirtied by dethatching operations shall be cleaned and all debris disposed of prior to completion of this operation or the end of the day, whichever occurs first.
2. **Additional Mow**
- a. On occasion, special circumstances may exist which dictate that the frequency of mowing required in certain areas is greater than that specified in these documents. On these occasions the Inspector may require the Contractor to perform an additional mow.
 - b. Contractor shall be notified in writing by the Inspector seven (7) days prior to the required date the Additional Mow is to be performed.
 - c. Upon receipt of written notification the Contractor shall indicate the additional mow on the next weekly schedule to be submitted.
3. **Weed Control (Pre-emergent)**
- a. A pre-emergent crabgrass control compound may be required to be applied to all turf areas (between January 15 and February 15).
4. **Weed Control (Broadleaf Pre-emergent)**
- a. A broadleaf pre-emergent weed control compound may be required to be applied to all turf areas (between November 1 and November 30)
5. **Weed Control (Broad Spectrum Fungicide Control)**
- a. A broad spectrum fungicide (such as Actizone RZ) may be required to be applied at the manufacturers recommended coverage rate (twice a year in December and June).
All landscape chemical applications shall be applied as outlined in Section C Turf Edge Chemical and Section E Chemical application and equipment.
6. **Landscape Maintenance Services (Extra Work)**
- a. Extra work may be required by the County in order to add new, to modify existing, or to refurbish existing turf, landscaped areas and/or irrigation.
 - b. Extra Work shall be paid based upon a specific proposal that incorporates the labor rates provided.
7. **Facility Maintenance (Extra Work)**
- a. Extra work may be required By the County for items covered under Facility Maintenance.
 - b. Extra Work shall be paid based upon a specific proposal that incorporates the labor rates and material provided.

Location: Irvine Ranch Historic Park: 13042 Old Myford Road, Irvine CA 92602

IRVINE RANCH HISTORIC PARK & KATIE WHEELER LIBRARY		
Turf	1.30	Acres (approx.)
Mechanical Edging	2346	Linear feet (approx.)
Chemical Edging	500	Linear feet (approx.)
Irrigation Components	543	Each (approx.)
Drip Irrigation	11100	Each
Valves	130	Each
Drinking Fountains	1	Each
Trash Cans	12	Each
Weeding-hand/planter Beds	15447	Square feet
Weed Abatement-Non Irrigated areas	2.78	Acres
Horseshoe Pits	1	Each
V-Ditch Channels	535	Linear feet
Doggie walk/Mutt Mitt stations	1	Each
Shelters/Group Areas	1	Each

Location: Arden: Helena Modjeska Historic House and Gardens:

ARDEN MODJESKA HISTORICAL PARK		
Mechanical Edging	580	Linear feet (approx.)
Chemical Edging	580	Linear feet (approx.)
Irrigation Components	89	Each (approx.)
Drinking Fountains	1	Each
Weed Abatement-Non Irrigated areas	130	Square Feet
V-Ditch Channels	106	Linear feet

Location: Arden: Heritage Hill Historic Park: 25151 Serrano Road, Lake Forest, CA 92630

HERITAGE HILL HISTORICAL PARK		
Turf	2178	Square Feet
Mechanical Edging	9100	Linear feet (approx.)
Chemical Edging	7650	Linear feet (approx.)
Irrigation Components	221	Each (approx.)
Drinking Fountains	2	Each
Trash Cans	7	Each
Weeding-hand/planter Beds	60000	Square feet
Weed Abatement-Non Irrigated areas	1.5	Acres
Shelters/Group Areas	1	Each

Location: George Key Ranch Historic Park: 625 West Bastanchury Road, Placentia, CA 92870

KEY RANCH HISTORICAL PARK		
Turf	453	Square Feet
Mechanical Edging	369	Linear feet (approx.)
Chemical Edging	1245	Linear feet (approx.)
Irrigation Components	445	Each (approx.)
Drinking Fountains	1	Each
Trash Cans	4	Each
Weeding-hand/planter Beds	31000	Square feet
Weed Abatement-Non Irrigated areas	4300	Square Feet

**ATTACHMENT B
PRICING/PAYMENT**

1. **Compensation:** This is a firm-fixed fee Contract not to exceed **\$600,000.00** annual between the County and Contractor for Landscape Maintenance and Management 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 rates specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions.**

2. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

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

3. **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 Number MA-012-19011131
 - 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 Community Resources
Attn: Accounts Payable
1770 North Broadway, 4th Floor
Santa Ana, CA 92706-2606

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

4. **Payment (Electronic Funds Transfer - EFT):** The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the Agency/Department representative listed in the contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

ATTACHMENT C FEE SCHEDULE

I. STANDARD WORK – IRVINE RANCH HISTORICAL PARK & KATIE WHEELER LIBRARY

ITEM#	DESCRIPTION	FREQUENCY	UNIT COST	ANNUAL TOTAL
1	Turf Mow & Mechanical Edge Every other week (cost per month)	January, February, March, November & December	\$ 997.00	\$4,985.00
2	Turf Mow & Mechanical Edge Every week (cost per month)	April, May, June, July, August, September & October	\$1,662.00	\$11,634.00
3	Chemical Edge	Once every sixty (60) days	\$150.00	\$900.00
4	Landscape Maintenance	As Described in Scope of Work	\$3,879.00	\$46,548.00
5	Facility Maintenance Item #5	As Described in Scope of Work	\$64.00	\$3,328.00
6	Facility Maintenance Item #6	As Described in Scope of Work	\$64.00	\$3,328.00
7	One (1) Irrigation Technicians(s) January through December (cost per month)	Monday – Friday	\$2,165.00	\$25,980.00
8	Total Annual Bid Price			\$96,703.00

II. EXTRA WORK - IRVINE RANCH HISTORICAL PARK & KATIE WHEELER LIBRARY

LANDSCAPE MAINTENANCE	COST
Dethatch Turf	\$ 2,420.00/ per service
Additional Mow	\$ 320.00/ per service

ATTACHMENT C FEE SCHEDULE

I. STANDARD WORK – ARDEN MODJESKA HISTORICAL PARK

ITEM#	DESCRIPTION	FREQUENCY	UNIT COST	ANNUAL COST
1	Turf Mow & Mechanical Edge Every other week (cost per month)	January, February, March, November & December	\$139.00	\$695.00
2	Turf Mow & Mechanical Edge Every week (cost per month)	April, May, June, July, August, September & October	\$139.00	\$973.00
3	Chemical Edge	Once every sixty (60) days	\$160.00	\$960.00
4	Landscape Maintenance	As Described in Scope of Work	\$2,771.00	\$33,252.00
5	Facility Maintenance Item #5	As Described in Scope of Work	\$64.00	\$3,328.00
6	Facility Maintenance Item #6	As Described in Scope of Work	\$64.00	\$3,328.00
7	One (1) Irrigation Technicians(s) January through December (cost per month)	Monday – Friday	\$1,299.00	\$15,588
8	Total Annual Bid Price			\$58,124.00

II. EXTRA WORK – ARDEN MODJESKA HISTORICAL PARK

LANDSCAPE MAINTENANCE	COST
Dethatch Turf	\$100.00/ per service
Additional Mow	\$64.00/ per service

ATTACHMENT C FEE SCHEDULE

I. STANDARD WORK – HERITAGE HILL HISTORICAL PARK

ITEM#	DESCRIPTION	FREQUENCY	UNIT COST	ANNUAL COST
1	Turf Mow & Mechanical Edge Every other week (cost per month)	January, February, March, November & December	\$277.00	\$1,385.00
2	Turf Mow & Mechanical Edge Every week (cost per month)	April, May, June, July, August, September & October	\$277.00	\$1,939.00
3	Chemical Edge	Once every sixty (60) days	\$765.00	\$4,590.00
4	Landscape Maintenance	As Described in Scope of Work	\$9,976.00	\$119,712.00
5	Facility Maintenance Item #5	As Described in Scope of Work	\$64.00	\$3,328.00
6	Facility Maintenance Item #6	As Described in Scope of Work	\$64.00	\$3,328.00
7	One (1) Irrigation Technicians(s) January through December (cost per month)	Monday – Friday	\$3,464.00	\$41,568.00
8	Total Annual Bid Price			\$175,850.00

II. EXTRA WORK – HERITAGE HILL HISTORICAL PARK

LANDSCAPE MAINTENANCE	COST
Dethatch Turf	\$300.00/ per service
Additional Mow	\$64.00/ per service

ATTACHMENT C FEE SCHEDULE

I. STANDARD WORK – KEY RANCH HISTORICAL PARK

ITEM#	DESCRIPTION	FREQUENCY	UNIT COST	ANNUAL TOTAL
1	Turf Mow & Mechanical Edge Every other week (cost per month)	January, February, March, November & December	\$139.00	\$695.00
2	Turf Mow & Mechanical Edge Every week (cost per month)	April, May, June, July, August, September & October	\$139.00	\$973.00
3	Chemical Edge	Once every sixty (60) days	\$125.00	\$750.00
4	Landscape Maintenance	As Described in Scope of Work	\$5,265.00	\$63,180.00
5	Facility Maintenance Item #5	As Described in Scope of Work	\$64.00	\$3,328.00
6	Facility Maintenance Item #6	As Described in Scope of Work	\$64.00	\$3,328.00
7	One (1) Irrigation Technicians(s) January through December (cost per month)	Monday – Friday	\$2,165.00	\$25,980.00
8	Total Annual Bid Price			\$98,234.00

II. EXTRA WORK – KEY RANCH HISTORICAL PARK

LANDSCAPE MAINTENANCE	ANNUAL COST
Dethatch Turf	\$100.00/ per service
Additional Mow	\$64.00/ per service

ATTACHMENT C FEE SCHEDULE

I. MISCELLANEOUS WORK AND MATERIALS – ALL LOCATIONS

An authorized OC Parks' staff shall contact Contractor(s) to request a quote for miscellaneous services. Contractor shall provide a written quote or email for the specific job based on the rates below and cost/plus 15% on any materials not identified below. The authorized OC Parks staff member shall review the quote and if approved, sign and email or fax the Contractor the signed quote. The Contract must provide a copy of the signed quote when submitting invoice for payment.

LANDSCAPE MAINTENANCE	HOURLY RATE
One Person Crew	\$40.00
Two Person Crew	\$72.00
Supervisor	\$50.00
Chemical Applicator	\$60.00

IRRIGATION/RENOVATION WORK	HOURLY RATE
One Person Crew	\$50.00
Two Person Crew	\$100.00
Supervisor	\$50.00

WEED CONTROL	COST PER ACRE
Pre-emergent Crabgrass control	Included
Broadleaf Pre-emergent control	Included
Broad Spectrum Fungicide control	Included

****Back up documentation must be submitted for miscellaneous items over \$50.***

**ATTACHMENT C
FEE SCHEDULE
MISCELLANEOUS WORK/ITEMS**

IRRIGATION ITEMS	EACH
Rain Bird Falcon 6504	\$62.81
Rain Bird Maxi Paw	\$30.64
Rain Bird Mini Paw	\$21.00
Rain Bird 1800 Series	\$8.19
Rain Bird 51 Pop-up (complete in bucket)	\$18.84
Hunter I-40 Stainless Steel	\$91.56
Hunter I-25 36S	\$51.45
Hunter I-40	\$91.56

Back up documentation must be submitted for items over \$50.

ATTACHMENT D STAFFING PLAN

I. STAFFING PLAN

Contractor must identify all key staff members proposed to be assigned to the Contract if awarded to Contractor. Contractor shall provide the following information on each proposed staff member to be assigned to the Proposed Contract. Use additional sheets as needed.

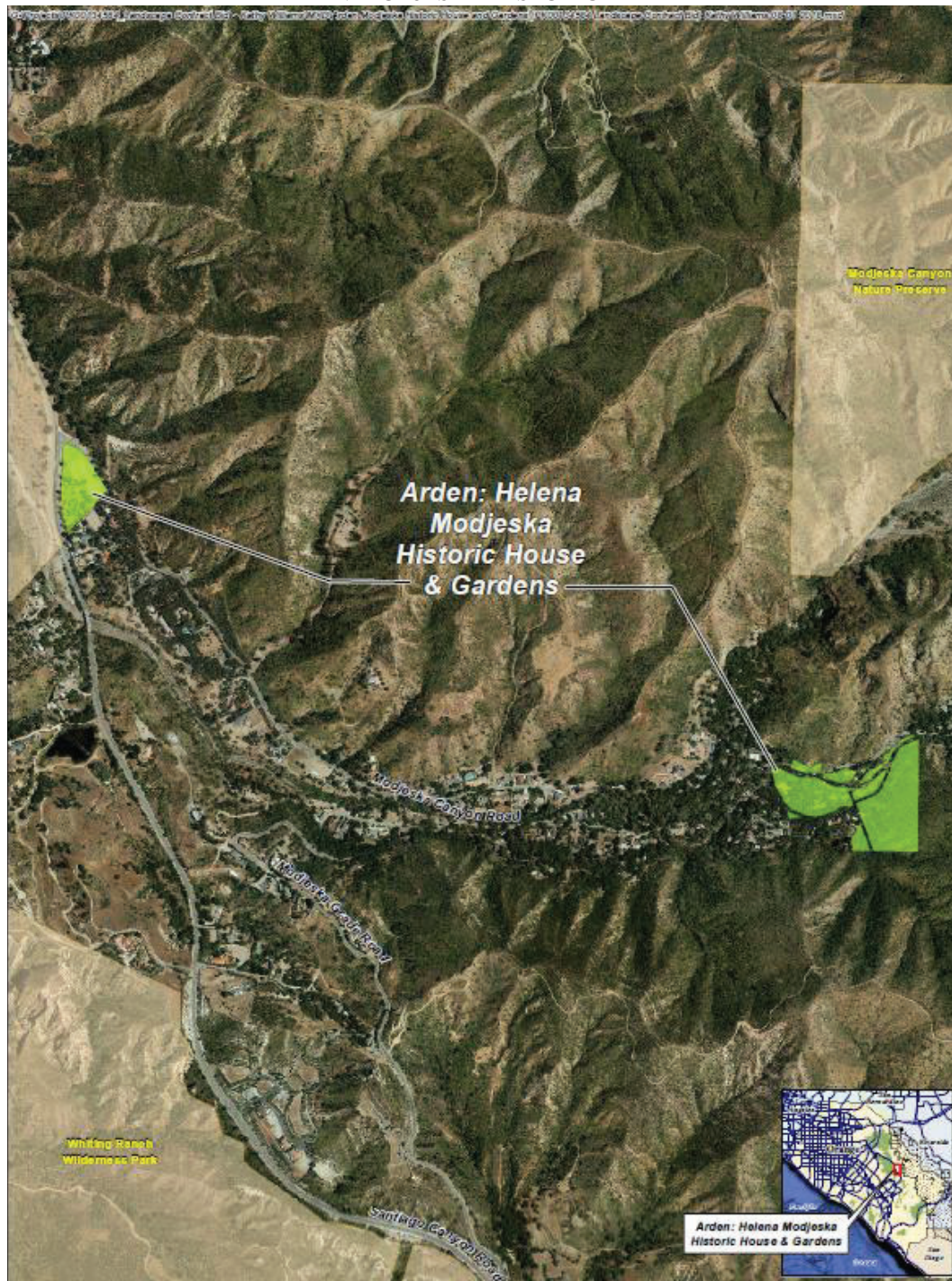
Name	Classification	Year of Experience	Years with Company	Licenses and / or Certificates
Jesse Perez	Senior Vice President of Operations	25 years	20 years	
Bud Birch	VP Operations	26 years	10 years	
Leo Chamu	Regional Manager	19	3.5 years	CLIA-100054, CWM-5834 AWWA-14808 AWWA-2456 OCEH 2478
Bardo Serrano	Account Manager/Supervisor	20 years	6 years	
Osvaldo Barba	Tree Care Director	27 years	18 years	Arborist/Tree Worker
Jason Mayorga	Tree Care Supervisor	12 years	3 years	Arborist/Tree Worker
Jose Soto	Environmental Applications Supervisor	35 years	18 years	QAL, Arborist
Ismael Medina	Spray Technician	22 years	17 years	

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of County Project Coordinator or designee.

APPENDICES

- Appendix 1 – Maps
- Appendix 2 – Monthly Performance Schedule
- Appendix 3 – Performance Deficiency Notification
- Appendix 4 – Extra Work Authorization Form – General
- Appendix 5 – Additional Mow Authorization Form
- Appendix 6 – Notice of Intent to Apply
- Appendix 7 – Daily Irrigation Inspection Form
- Appendix 8 – Notice of Pesticide Application

ARDEN MODJESKA HISTORICAL PARK



DESIGNED AND PRODUCED BY: OCOR OC Parks GIS Adrian Lopez
DATA SOURCE: -Geomatics Land Information Systems Division - Eagle Aerial 2017
The County of Orange and OCOR/OC Parks/Survey/GIS/US make no representations or warranties regarding the registration or accuracy of the data from which this map was derived. Neither the County nor OCOR/OC Parks/Survey/GIS/US shall be liable under any circumstances for any direct, indirect, special, incidental or consequential damages with respect to any claim by any user or any third party on account of or arising from the use of this map.
DATE: August 01, 2018



0 500 1,000 Feet

**Arden: Helena
Modjeska
Historic House
& Gardens**



HERITAGE HILL HISTORICAL PARK



GEORGE KEY RANCH HISTORIC PARK

OC parks

0 10 20 30 Feet

DATE: August 11, 2016

CONDUCTED AND PROVIDED BY:
OC Parks and Recreation
Aerial Imagery

DATA SOURCE:
Aerial Imagery, Land Information System (LIS), Google Earth (GEO)

The County of Orange and OC Parks and Recreation may not be liable for any errors or omissions in this map or for any consequences arising from the use of the map. The County of Orange and OC Parks and Recreation make no warranty, express or implied, in this map or for any consequences arising from the use of the map. The County of Orange and OC Parks and Recreation make no warranty, express or implied, in this map or for any consequences arising from the use of the map.

MONTHLY PERFORMANCE SCHEDULE

Address: _____ Regional Park

FACILITY: _____

MONTH: _____

CONTRACT NO.: _____

	Week 1							Week 2							Week 3							Week 4							Week 5						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Mow																																			
Edge-Mechanical																																			
Edge-Chemical																																			
Turf Maint.																																			
Aeration																																			
Landscape Maint.																																			
Facility Maint.																																			
Irrigation																																			
Broadleaf Pre-Emergent																																			
Crabgrass Pre-Emergent																																			
Dethatch																																			

OPTIONAL WORK

Additional Mow																																		
Additional Edge																																		
Fungicide Control																																		

Submitted by: _____

Date: _____

The above scheduled work was _____ was not _____ performed satisfactorily and in accordance with contract specifications.

Comments: _____

Approved by: _____
INSPECTOR

Date: _____

Attachment A



DYLAN WRIGHT
DIRECTOR
OC COMMUNITY RESOURCES

CYMANTHA ATKINSON
DEPUTY DIRECTOR
OC COMMUNITY RESOURCES

MIKE KAVIANI
DIRECTOR
OC ANIMAL CARE

JULIA BIDWELL
DIRECTOR
OC HOUSING, HOMELESS &
COMMUNITY DEVELOPMENT

JIM WHEELER
MANAGER
HOMELESS SERVICES

RENEE RAMIREZ
DIRECTOR
OC COMMUNITY SERVICES

STACY BLACKWOOD
DIRECTOR
OC PARKS

SHERRY TOTH
COUNTY LIBRARIAN
OC PUBLIC LIBRARIES

DATE:

TO: Contractor

FROM: Inspector, OC Parks

SUBJECT: PERFORMANCE DEFICIENCY CONTRACT NO. # _____

The following performance deficiency has been observed and subsequently reported to your representative.

Facility: _____

Value: \$ _____ Per: _____

Notification: Date: _____ Time: _____

Contractor's Representative: _____ Email: _____ Phone: _____

In accordance with the provisions of this Contract, corrective action must be completed within:

- _____ (a) Twenty-four (24) hours – Mow/Weed Abatement, clippings, Pest Control
- _____ (b) Twelve (12) hours - Major irrigation, clippings.
- _____ (c) Forty-eight hours (48) - irrigation.
- _____ (d) Seven (7) days - other deficiencies.
- _____ (e) _____ - Failure to comply with Contract specification.

Please initiate the necessary corrective action(s) and notify me when the work is complete.

Inspector

Park Division Manager

cc: Buyer, OCCR/Purchasing & Contract Services

EXTRA WORK AUTHORIZATION FORM

FACILITY: _____

DATE: _____

AUTHORIZATION EXTRA WORK: _____

LOCATION: _____

P.O. # _____

CONTROLLER: _____

CONTROL# _____

Inspector Authorization:
(\$1,000.00 Limit) Date: _____

Inspector Authorization:
(\$2,000.00 Limit) Date: _____

MANAGER'S AUTHORIZATION:
(\$2,000.00 PLUS) Date: _____

DESCRIPTION OF WORK: _____

SUBCONTRACTOR: _____ ADDRESS: _____

MATERIALS:

QTY:	ITEM:	ESTIMATE:	ACTUAL:	QTY:	ITEM:	ESTIMATE:	ACTUAL:
_____	_____	\$ _____	\$ _____	_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	_____	_____	\$ _____	\$ _____

EQUIPMENT: _____ HRS. _____ HRS. _____ HRS. _____ HRS.

RATE: \$ _____ /HR \$ _____ \$ _____ RATE: \$ _____ /HR \$ _____ \$ _____

LABOR: _____

LANDSCAPE MAINT. _____ HRS. _____ HRS. _____ /HRS. _____ /HRS.

CHEMICAL APPLICATOR _____ HRS. _____ HRS. _____ /HRS. _____ /HRS.

WORKER \$ _____ /HR \$ _____ \$ _____ \$ _____ /HR. \$ _____ \$ _____

ESTIMATED EXTRA WORK COST:

ACTUAL EXTRA WORK COST:

MATERIALS: \$ _____

MATERIALS: \$ _____

EQUIP. \$ _____

EQUIPMENT: \$ _____

TAX: \$ _____

15% MARKUP: \$ _____

LABOR: \$ _____

15% MARKUP: \$ _____

LABOR: \$ _____

TOTAL: \$ _____

TOTAL \$ _____

ADDITIONAL MOW AUTHORIZATION FORM

LANDSCAPE MAINTENANCE CONTRACT DATE: _____

FACILITY: _____ Inspector Authorization

Date: _____

AUTHORIZATION-ADDITIONAL MOW

Contract # _____

Contractor:

<u>AREA(S) TO BE MOWED:</u>	<u>LOCATION</u>	<u>CONTROLLER NO.</u>	<u>ACRES</u>	<u>COST/AC</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Require Date: _____ Total Cost \$ _____

Reason for Additional Mow:

NOTICE OF INTENT TO APPLY
RESTRICTED/NON-RESTRICTED MATERIALS

FACILITY: _____ DATE: _____

CONTRACTOR (PERMITTEE): _____ CONTRACT # _____

Inspector Authorization

(Non-Restricted) Date

Sr. Maint. Tech. Authorization:

(Restricted) Date

LOCATION: _____

Proposed date of application: _____

Number of acres to be treated: _____

Type of equipment to be used: _____

Target Pest(s): _____

Dilution Rate: _____

Applicator Name: _____
(From label)

Registration # _____

License No. _____

Antidote _____

Ingredients: _____

Active _____

Inerte _____

Environmental Changes:
Re-Entry after spraying _____
(Hrs. /Min.)

NW N NE

W TREATMENT E SW S SE

Criteria/Reason _____

Submitted by: _____

Identify Location of Adjacent Crops, Schools, Dwellings, etc.

DAILY IRRIGATION INSPECTION FORM

FACILITY: _____

Controller: _____

Start Time 1: _____

Name of Irrigation Tech: _____

Start Time 2: _____

Date: _____

Start Time 3: _____

Day: _____

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Station Time																								
OK																								
Head Broken																								
Plugged Nozzle																								
Adjust Head																								
Broken Lateral																								
Solenoid																								
Valve																								
Other																								

LANDSCAPE CONDITION

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Good																								
Fair																								
Poor																								
Turf Too Wet																								
Stress Turf																								

Quantity	Materials	Notes

SIGN FOR LAND OR STRUCTURAL EXTERMINATION – PESTICIDE APPLICATION SIGN TO BE POSTED THREE DAYS BEFORE APPLICATION AND REMAIN POSTED AT LEAST FOUR DAYS AFTER APPLICATION ON BUILDING/STRUCTURE ENTRANCE DOORS OR SIMILAR AREAS (IPM ORDINANCE #NS-157.70 SECTION B28-7)

NOTICE OF PESTICIDE APPLICATION

STOP – READ BEFORE ENTERING

PESTICIDE TRADE NAME: _____

ACTIVATE INGREDIENT(S): _____

SIGNAL WORD: _____

TARGET PEST(S): _____

SPECIFIC AREAS - SITE TO BE TREATED: _____

PRECAUTIONS: _____

DATE & TIME POSTED: DATE: _____ TIME: _____(AM/PM)

DATE & TIME OF SCHEDULE APPLICATION: DATE: _____ TIME: _____(AM/PM)

DATE & TIME OF RE-ENTRY: DATE: _____ TIME: _____(AM/PM)

CONTACT NAME: _____(CAPITAL LETTERS)

DEPARTMENT: _____

EMERGENCY TELEPHONE NUMBER: _____(COLLECT CALL)

State Law requires that you be given the following information: **CAUTION-PESTICIDES ARE TOXIC CHEMICALS.** Pest Control Companies are registered and regulated by the State Pest Control Board, and apply pesticides/herbicides which are registered and approved for use by the California Department of Pesticide Regulation and United States Environmental Protection Agency. Registration is granted when the State finds that based on existing scientific evidence there are no appreciable risks if proper used conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized. If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center. **Poison Control Center – 1-800-876-4766**

For further information contact any of the following:
County Health Department (Health questions) 408-885-4214 (Disease Control & Prevention)
County Agriculture Department (Application and Regulatory Information) 408-918-4600